

AGN. NO.

MOTION BY SUPERVISOR SHEILA KUEHL

November 12, 2019

**Operating Lease With The Los Angeles Philharmonic Association  
For Operation And Maintenance Of The Ford Theatres**

Located in Hollywood, California, The John Anson Ford Amphitheatre complex (The Ford Theatres) is one of Los Angeles County's true cultural gems. For nearly one hundred years, the Ford Theatres has offered residents and visitors alike a rich diversity of arts and music programming that prominently features local artists reflective of the great diversity of our region. Situated in a 32-acre regional park in the Cahuenga Pass within the Santa Monica Mountains, the Ford Theatres is one of the oldest performing arts venues in Los Angeles County still in operation. A multi-year \$80 million County-funded extensive renovation was completed in 2017, bringing the 1,230 seat outdoor amphitheater squarely into the 21st century.

Key facility and site improvements included hillside stabilization and drainage improvements, reconstruction of the Amphitheatre stage, a new theatrical lighting and audio package, construction of a sound wall and a new control booth, a new picnic and performance terrace which includes a raised deck above a loading dock, and a two-story

**MOTION**

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building for concessions and an upper level office space. Plans for subsequent renovation phases include a new three-level parking structure, 299-seat indoor theatre, box office, museum/gallery and hiking trail.

Management of the Ford Theatres has shifted over the decades: for many years, the Ford Theatres was operated through a partnership between the LA County Arts Commission, the private Ford Theatres Foundation, and the Department of Parks and Recreation. After renovations were completed in 2017, the Board of Supervisors moved management from the Arts Commission to the Board of Supervisors' Executive Office as a placeholder with the goal of finding a more permanent management arrangement.

Because of the relatively small size of the Ford Theatres, combined with its short season, its stacked and too-small surface parking lot, and a limited budget for marketing and ticket sales, the Ford Theatres has long relied upon County funding to break even. For at least the last decade, the Third District Supervisor's office has contributed significant Third District discretionary funds every year to help close funding gaps and maintain robust programming. A long-term solution that will bring financial and operational stability to the Ford Theatres—while still preserving the unique programming that makes the Ford Theatres feel like home to countless local artists and communities—is appropriate and necessary to ensure the Ford Theatre's success for its second hundred years.

The Los Angeles Philharmonic Association (LAPA) operates, manages and maintains the nearby Hollywood Bowl, which is, like the Ford Theatres, a County park anchored by an outdoor amphitheater. Located directly across the 101 Freeway from the Ford Theatres, the Hollywood Bowl draws hundreds of thousands of visitors each year,

and serves as the Los Angeles Philharmonic's summer home. With a staff of 180 people and an annual budget of over \$140 million, LAPA has the resources and infrastructure to provide the Ford Theatre with a degree of financial stability that would otherwise not be remotely available. Moreover, the close proximity of the Hollywood Bowl to the Ford Theatres offers opportunities for creating efficiencies across operations.

LAPA, for its part, is interested in operating the Ford Theatres in large part because the Ford offers LAPA a chance to deepen its relationships with a diversity of communities across Los Angeles. Assuming management of the Ford Theatres is also consistent with the trajectory of LAPA toward diversifying at all levels of the organization: from the LAPA Board to senior staff to audiences, programming and community work, LAPA has, over the last decade, worked to become an organization that is reflective of the great diversity of Los Angeles, and for all of Los Angeles. An additional reflection of the Phil's commitment to equity and inclusion has been the establishment and success of the Youth Orchestra Los Angeles (YOLA) modeled on Venezuela's El Sistema which provides free instruments, music training, and academic support to nearly 800 low-income students. LAPA recognizes that the process of embedding cultural equity and inclusion into its own operations and management is an ongoing process, and LAPA sees this partnership with the County at the Ford Theatres as an additional opportunity to deepen that commitment.

The County desires to bring to bear at the Ford Theatres LAPA's expertise, significant resources, and relationships, and Government Code sections 25536.2 and 25907 authorize the County to enter into the proposed lease with LAPA for these purposes.

Pursuant to negotiations, the Chief Executive Officer (CEO) and LAPA have

agreed to a proposed lease (included as Attachment A hereto) of the Ford Theatres which includes the following terms and conditions:

- Ten (10) year term commencing on December 1, 2019;
- The term automatically renews for two (2) additional ten (10) year periods unless terminated by either party on not more than 36 months and not less than 24 months-notice;
- LAPA will pay rent to the County in the amount of \$1 a year;
- The County will provide LAPA \$3,250,000 in the first year, subject to CPI increases which compound annually, and decreases based on actual net annual expenses built into the following year's contribution. Payment will be made in one lump sum at the beginning of each lease year;
- LAPA will program at the Ford Theatres consistent with the County's cultural equity and inclusion initiative, with a strong focus on supporting local artists from a diversity of Los Angeles communities.
- LAPA will not be responsible for any capital improvements. The County and LAPA will discuss funding for any capital improvements at the time needed;
- LAPA will establish a range of prices for tickets sold at the Ford Theatres, subject to the approval by the Board of Supervisors, to ensure the continued accessibility to the programs and affordability for the general community.
- A facility fee of 10% of the ticket price will be built into the overall ticket price for each event. The facility fee will be used for facility improvements, capital projects and deferred maintenance;
- The County will continue to provide shuttle services, valued at \$171,000 per year,

to patrons of the Ford Theatres to and from the Universal City/Studio City Metro station and an off-site parking location. These services are funded from the Proposition A Local Return Fund;

- The County will continue to provide cable TV video production services, to LAPA to produce videos of programming at the Ford for viewing on the County's cable TV channel. These services are funded from the Cable TV Franchise Fund.
- During each Season LAPA will hold at least forty (40) events with artistic merit and of high caliber, before a paying audience or gathering, excluding rehearsals, and no more than one hundred (100) events to be held in the Season.
- The County reserves the right to pay for and construct a hiking trail on the property.
- The County will coordinate with LAPA to provide staffing and services and supplies as needed to enable LAPA to carry out its general maintenance obligations, and will be subject to the Approved Budget. County may seek full reimbursement of the actual cost for the allocated salary and benefits of such County staff and services and supplies. The estimated annual cost for staffing, services, and supplies will be approximately \$829,000. For Fiscal Year 2019-20 (December 2019 through June 2020) the estimated cost for staffing, services, and supplies will be approximately \$483,000.

The ongoing net County cost increase, factoring in all affected budget units, is approximately \$900,000. The appropriation adjustment will provide sufficient funding in the Ford Theatres General Fund budget unit to make the year 1 \$3,250,000 payment to LAPA. Funding for future years will be approved by the Board through the County annual

budget process.

The approval of the proposed lease for the operation and maintenance of the Ford Theatres is exempt under the California Environmental Quality Act (CEQA) under State CEQA Guidelines Sections 15301 and 15323 and Classes 1 (r) and 23 of the County's Environmental Document Reporting Procedures and Guidelines, because this action is a lease consistent with the normal operations of the existing facility for public gatherings for which it was designed and where there is a history of this facility, which is an outdoor amphitheater being used for the same or similar kind of purpose for more than the last three years with no anticipated change in its operation.

**I, THEREFORE, MOVE** that the Board of Supervisors:

1. Find that entering into the proposed lease with LAPA for the operation and maintenance of the Ford Theatres is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities) and 15323 (Normal Operations of Facilities for Public Gatherings) and Classes 1 (r) and 23 of the County's Environmental Document Reporting Procedures and Guidelines and that no exceptions to the exemptions apply.
2. Approve the attached lease and authorize and direct the Director of Parks and Recreation, or his designee, to execute the lease with LAPA, in substantially similar form, after approval as to form by County Counsel, which lease shall begin on December 1, 2019 and shall contain the material terms set forth in this motion.
3. Authorize the Director of Parks and Recreation, or his designee, to execute any other ancillary documentation, approved as to form by County Counsel, necessary

to effectuate the terms of the proposed lease and authorize the Director of Parks and Recreation, or his designee to take other actions necessary and appropriate to implement and effectuate the terms of the proposed lease.

4. Approve an appropriation adjustment to 1) transfer \$1.5M from Provisional Financing Uses (A01) and \$350,000 from the Ford Theatres Development Fund (CA3) to the Ford Theatres budget (A01) to fund year 1 payment to LAPA; and 2) increase Parks reimbursement of expense revenue by \$483,000 for general maintenance services provided at the Ford Theatres.

5. Direct the Executive Officer of the Board of Supervisors to work with the Chief Executive Office to identify positions for the Ford Theatres staff in various Departments that continue to support the goal of the creative economy and ensure the continued productivity of the Arts throughout the County system.

6. Approve the Ford Theatre Foundation's appropriation of remaining Ford Theatre Foundation funds, consistent with the vote taken by the Ford Theatre Foundation on September 19, 2019, and transfer the amount allocated by the Ford Theatre Foundation to the Department of Arts and Culture for a grant program to benefit local artists.

S:KY/ Operating Lease With The Los Angeles Philharmonic Association For Operation And Maintenance Of The Ford Theatres

# **FORD THEATRES OPERATING LEASE**

Dated as of November \_\_, 2019

by and between

COUNTY OF LOS ANGELES

and

LOS ANGELES PHILHARMONIC ASSOCIATION

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- EXHIBIT C Initial Budget
- EXHIBIT D Categories of Allocated Expenses
- EXHIBIT E Pre-Existing Programming Commitments
- EXHIBIT F Inventory of County's Equipment
- EXHIBIT G Description of Location of Water Leak

## FORD THEATRES OPERATING LEASE

THIS FORD THEATRES OPERATING LEASE (the "Lease"), dated as of November \_\_, 2019, is made and entered into by and between COUNTY OF LOS ANGELES, a public body corporate and politic of the State of California, as landlord ("County"), and LOS ANGELES PHILHARMONIC ASSOCIATION, a California public benefit corporation ("LAPA"), as tenant, with reference to the following facts:

A. County is the owner of that certain parcel of land described in Exhibit A attached hereto (the "Property"). The Property has been improved by public park lands and the Improvements, as defined herein.

B. County and LAPA wish to provide for the tenancy of the Property by LAPA for the purpose of, among other things, presenting Events at the Property and, in connection therewith, wish to enter into a lease of the Property in accordance with California Government Code Sections 25536.2 and 25907 to memorialize LAPA's agreement to operate, manage and maintain the same.

NOW, THEREFORE, in consideration of the above facts and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1 CERTAIN DEFINITIONS

For the purposes of this Lease, the following words and terms shall have the meanings indicated. All capitalized terms used in this Lease and not defined in this Article are defined where indicated in the glossary of defined terms attached to the table of contents of this Lease.

Affiliate: As used herein shall mean, with respect to each party, any entity that directly or indirectly (through one or more intermediaries), controls, is controlled by, or is under common control with, such party.

Allocated Expenses: As defined in Section 4.2(d) hereof.

Alteration: As defined in Section 10.1 hereof.

Annual County Budget Process: Process by which the CEO, in collaboration with County Departments, develops revenue and appropriation recommendations to be submitted to the Board of Supervisors for approval. There are three separate "Budget Phases" where budget recommendations are submitted to the Board of Supervisors: (i) the Recommended Budget (April), (ii) Final Changes (June), and (iii) Supplemental Changes (September/October). Revenue and appropriation levels can be adjusted in any of the three Budget Phases, subject in all events to LAPA's rights in Section 4.3.

Approved Budget: As defined in Section 4.2(b) hereof.

Board of Supervisors: The Board of Supervisors of County.

Bowl or Hollywood Bowl: The Hollywood Bowl venue, which LAPA leases from County pursuant to the Bowl Lease.

Bowl Lease: The Hollywood Bowl Lease, dated June 22, 2004, entered into by and between County and LAPA, as amended from time to time.

Building Capital Improvements: All repairs, alterations, improvements, replacements, renewals and additions to the structure or exterior façade of the Property, or to the mechanical, electrical, plumbing, heating, ventilation, air conditioning, elevators, escalators and other components of the Property, the costs of which are capitalized and depreciated as real property under generally accepted accounting principles.

Cable Television Services: As defined in Section 4.6(b) hereof.

Café Facilities: Those facilities (including, without limitation, all operating supplies, equipment, furniture and fixtures located at the Property as of the Commencement Date) which are located on the Property now or hereafter during the Term which are designed for the preparation, service and sale of food and beverages to patrons of the Ford Theatres. The Café Facilities include, but are not limited to, all cafés, kitchens, and concession stands located or constructed upon the Property.

Capital Expenditures: All expenditures for new Improvements or FF&E and/or replacements or refurbishment of existing Improvements or FF&E, including, but not limited to, replacement and/or installation of equipment and major maintenance projects consisting of rehabilitation, refurbishment or replacement activities that are performed at irregular intervals or at regular intervals of more than one year.

CEO: The Chief Executive Officer of County.

Certificate: As defined in Section 17.3(a) hereof.

County: As defined in the heading of this Lease.

County Agents: As defined in Section 17.4 hereof.

County's Equipment: As defined in Section 7.4 hereof.

County Funding Cap: As defined in Section 4.2(a) hereof.

County Indemnified Parties: As defined in Section 16.1 hereof.

CPI Adjustment: The amount by which particular costs may be adjusted on an annual basis as provided herein. Such adjustment shall be based upon the US Department of Labor Statistics cost of living index (All-Urban Consumers) for the Los Angeles-Long Beach-Anaheim metropolitan area for the most recently published 12-month period.

Department: The Department of Parks and Recreation of County.

Direct Operating Costs: As used herein shall mean all costs and expenses which LAPA actually incurs during each Lease Year, or any portion thereof, during the Term solely and exclusively in connection with its obligations under this Lease, including its management, maintenance, administration, programming, marketing, ticketing, repair, operation, security, gardening, landscaping and cleaning of the Property and managing events thereat (all referred to as "**operation and maintenance of the Property**"), including, without limitation: (1) the cost of Ordinary Repair and Maintenance; (2) the cost and expense of utilities (excluding fines, penalties and similar assessments relating to the late payment thereof); (3) the cost and expense of any Department staff who provide services to or in connection with the Property

(pursuant to Section 6.3); (4) the costs of advertising, marketing and business promotion relating to the Ford; (5) the cost and expense of any premiums incurred by LAPA in connection with or under any insurance policies carried or maintained by LAPA under this Lease relating exclusively to the Property and the amount of any deductibles payable by LAPA thereunder; (6) professional fees and costs, including the fees and costs of attorneys and accountants, incurred in connection with LAPA's operation and maintenance of the Property; provided, however, in no event shall Direct Operating Costs include: (a) costs and expenses (including without limitation legal fees and costs) incurred by LAPA resulting from (i) LAPA's gross negligence or willful misconduct, (ii) any dispute with County (including without limitation any dispute submitted to mediation in accordance with this Lease), (iii) the interpretation or enforcement of this Lease, and/or (iv) any Alterations of the Property by LAPA; (b) Capital Expenditures (the funding of which is set forth in Section 4.4(a)); (c) amounts funded from the Ford Improvement Account (to avoid double counting thereof); (d) depreciation of the real or personal property associated with the Property; (e) any judgments, fines, penalties, or other costs, damages or liabilities relating to Hazardous Materials to the extent LAPA is responsible for the same under Section 13.2 and/or 13.4 below; (f) costs, expenses, taxes, and insurance allocable or related to portions of the Property utilized exclusively by LAPA personnel for purposes not associated with the operation and maintenance of the Property or for supporting LAPA uses at the Property; (g) any fees, penalties or similar monetary assessments, together with any Interest thereon, that are payable to County or to the Ford Improvement Account under this Lease as a result of LAPA's breach of, default under, or other failure of LAPA to comply with its obligations under, this Lease; (h) costs and expenses for which County separately reimburses LAPA directly; (i) uninsured claims; (j) costs and expenses (including, without limitation, the fees and costs of attorneys and accountants) incurred by LAPA in connection with its indemnification of County and the County Indemnified Parties pursuant to the terms of this Lease, (k) Allocated Expenses, (l) the costs of any gift card, business gifts or other gifts of any kind to any recipient, (m) the costs of any events held exclusively for the benefit of LAPA's employees and/or directors (such as a holiday party or retreat for LAPA's employees or board of directors), (n) catering service for any staff meeting or occasion of any kind (but explicitly excluding catering provided at Events, including, but not limited to, for artists performing thereat, which costs and expenses would be considered a Direct Operating Cost), (o) any cost or expense relating to travel by LAPA's staff that violates any County travel policy, and/or (p) any other costs or expenses that would not typically be recognized as operating costs pursuant to generally accepted accounting principles consistently applied.

Director: The Director of the Department.

Emergency Maintenance: The least amount of any immediate unplanned material repairs or replacements to the Improvements, structural components and/or equipment on the Property that are broken or not functioning properly which, if not fixed, would pose an imminent harm or security threat to the Property or persons at the Property.

Emergency Maintenance Expenditures: As defined in Section 4.4(b) hereof.

Entertainment Space: Those certain portions of the Property which generally consist of the following:

(a) the stage, light towers, wardrobe rooms, dressing rooms, loading areas, stacking area, backstage restroom facilities and rehearsal rooms and similar areas which are used for the rehearsal, production and presentation of Events; and

(b) the box office, seats, walkways, restroom facilities, picnic areas and similar areas and facilities (but not the Parking Facilities) which are used for receiving, seating, handling and discharging patrons during the production and presentation of Events.

Environmental Documents: Those documents as approved, adopted or certified, and as amended or supplemented by the Board of Supervisors in compliance with the California Environmental Quality Act and/or the National Environmental Policy Act relating to the Improvements or Property prior to or during the Term. These documents, as of the Commencement Date, are set forth on Exhibit B attached hereto.

Environmental Laws: As defined in Section 13.1 hereof.

Event: Any entertainment program or other event presented by LAPA or any of its Permitted Licensees on the Property or the Parking Facilities (subject to Section 2.3) during the Term of this Lease. Unless otherwise approved in writing in advance by Director, Events shall include, without limitation, orchestral concerts, chamber music ensembles, choral presentations, instrumental artists and other comparable artistic presentations, including without limitation jazz, folk, dance, opera and popular music and theatrical performances, films, lectures, family festivals, wine and/or food festivals, showcases, symposia and other gatherings and events intended to further the overall general mission of the Property.

Existing License Holder: As defined in Section 2.7 hereof.

Existing Programming Commitments: As defined in Section 6.7 hereof.

501(c)(3) Organization: An organization that (a) meets the requirements of Section 145 of the Internal Revenue Code of 1986, as amended, and (b) is operating in reliance on a determination letter from the Internal Revenue Service (which has not been revoked or withdrawn) recognizing such organization's tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

FF&E: All furniture furnishings, decorative wall coverings, fixtures, and equipment which are not permanently connected to the structure of the Improvements, together with all replacements therefor and additions thereto.

Force Majeure Events: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; unforeseeable or unusual inability to secure necessary labor, materials or tools; acts or omissions of the other party in breach of its obligations under this Lease; acts or failure to act of any public or governmental agency (other than County) or entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform or excuse from performance.

Ford or Ford Theatres: The Property.

Ford Design Guidelines: The "Guidelines for Future Construction" set forth in that certain "John Anson Ford Theatres – Historic Structure Report" prepared by GPA Consulting dated August, 2015, as the same may be amended from time to time.

Ford Improvement Account: As defined in Section 4.5(c) hereof.

Gross Revenue: Any and all revenues, receipts and income of any kind derived from or generated by the use or operation of the Property (including, notwithstanding anything to the contrary in the Bowl Lease, from Parking Facility Events) for the period in question (including, but not limited to, admissions; gross charges; ticket sales; rentals; fees; retail operations; programming; merchandising; percentage rent payments; lease payments; concessions; and commissions), actually received by LAPA and/or Affiliates of LAPA, whether collected or accrued from any business, use, occupation or any combination thereof,

originating, transacted, or performed in whole or in part at or on the Property, but in all events excluding: (i) revenues from the operation of the Parking Facilities (other than Parking Facility Events), except to the extent set forth in Section 2.3 below; (ii) taxes for the benefit of a governmental body (including, without limitation, excise, sales and use taxes); (iii) funds furnished by LAPA or its Affiliates to cure operating working capital needs or operating deficiencies for LAPA's operation of the Ford; (iv) funds furnished by LAPA or its Affiliates to pay for Capital Expenditures; (v) proceeds from the sale or other disposition of capital assets other than in the ordinary course of business (which sale or other disposition shall in each instance be subject to the prior written approval of the County); (vi) insurance proceeds received by LAPA; (vii) credits or refunds to patrons, guests or visitors of the Property; (viii) any amounts funded by the County pursuant to the County's funding obligation set forth in Section 4.2; and (ix) any other amounts that would not typically be recognized as revenue pursuant to generally accepted accounting principles consistently applied.

Hazardous Materials: As defined in Section 13.1 hereof.

Improvements: Any and all buildings, structures and other improvements which may at any time be erected on or affixed to the Property during the term of this Lease. The term "Improvements" also includes, but is not limited to, pedestrian plazas and walkways which are located upon the Property at any time; all fixtures, appliances, machinery, operating equipment and apparatus (including, but not limited to, IT systems, audio-visual systems and other technological equipment) which are at any time affixed or attached to any of the buildings now or hereafter constructed on the Property; all components of the heating, ventilating and air conditioning equipment located within the buildings on the Property; all components of the plumbing, lighting, refrigeration, cleaning, security, sound and electrical systems of such buildings; infrastructure at the Property (including, without limitation, roadways, pathways, sidewalks, walkways); signage (including, without limitation, electronic signs, monument signs, and pylon signs); loading docks and bays; and landscaping and irrigation systems at the Property. The term "Improvements" specifically excludes LAPA's Equipment and concessionaires' equipment not permanently affixed to the Property.

Insurance Requirements: All present or future requirements of any insurer of the Property together with the Improvements or any part thereof pursuant to insurance policies which LAPA is required to maintain hereunder, and the rules, orders, regulations or requirements of the national and local Board of Fire Underwriters or any other similar body having jurisdiction over the Property together with the Improvements, and those of any appropriate agency, office, department, board or commission thereof.

LAPA: As defined in the preamble to this Lease.

LAPA Events of Default: As defined in Section 20.1 hereof.

LAPA Indemnified Parties: As defined in Section 16.2 hereof.

LAPA's Equipment: All food service equipment owned by LAPA and all office furniture and furnishings owned by LAPA and all replacements and additions thereto; the machinery, apparatus, fixtures, furniture, furnishings, instruments and other equipment (including, without limitation, include specialized lighting equipment, sound amplification equipment, visual equipment and stage or backstage equipment), all temporary or auxiliary structures installed by LAPA, if any, in or about the Property, and any other FF&E purchased by LAPA and installed or used at the Property, all to the extent the same was owned by LAPA prior to the Effective Date or purchased by LAPA following the Effective Date using funds furnished by LAPA or its Affiliates from sources other than County or its Affiliates, and excluding the Theatre Equipment. LAPA's Equipment shall remain the property of and may be removed by LAPA

at any time provided such installation and/or removal does not damage the Improvements (or LAPA substantially repairs any such damage at LAPA's sole cost and expense).

Lease Transfer: As defined in Section 18.1(a) hereof.

Lease Year: Each twelve (12) month period during the Term of this Lease commencing on the Commencement Date.

Legal Requirements: All laws, statutes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, building codes, zoning codes, standards, permits, licenses, and other requirements formally adopted by any federal, state, or local government, and the appropriate departments, commissions, boards, courts, authorities, agencies, officials and officers thereof, now or hereafter in effect, which are or at any time hereafter may become applicable to the Property or any part thereof or to the use or manner of use of all or any part of the Property, or construction thereon, or any of the sidewalks, curbs, streets or ways adjacent thereto. Legal Requirements specifically include, and LAPA's occupancy is subject to compliance with all Environmental Documents or clearances adopted by the Board of Supervisors or their authorized representatives in relation to the Property, and the Ford Design Guidelines.

Liquor License: Any and all licenses and permits held by the Existing License Holder or any of its Affiliates, required by any applicable governmental authorities for the sale and consumption of alcoholic beverages at the Property.

Major Alteration: As defined in Section 10.1 hereof.

Material Shortfall: Shall occur when the funding actually appropriated to LAPA for the Ford through County's Annual Budget Process and approved by the Board of Supervisors for any Lease Year is less than or equal to ninety percent (90%) of the sum of (a) the amount of funding the County committed to provide to LAPA for the Ford for a particular Lease Year pursuant to the Approved Budget for such Lease Year and (b) any amounts up to \$171,000.00 which LAPA is projected to expend for such Lease Year with respect to transportation services in connection with its operation of the Ford in connection with, or as a result of, a reduction in scope of, or discontinuance of, the Transportation Services.

Maximum Number of Performances: As defined in Section 6.5 hereof.

Minimum Number of Performances: As defined in Section 6.5 hereof.

Net Awards: As defined in Section 12.1 hereof.

Notice: As defined in Article 24 hereof.

Office Space: Any portions of the Improvements located from time to time on the Property for the purposes of providing office space for LAPA.

Ordinary Repair and Maintenance: All ordinary maintenance and repair work to the Property, the cost of which is characterized as an ordinary expense and not capitalized under generally accepted accounting principles.

Parking Facilities: As defined in the Bowl Lease.

Parking Facility Events: As defined in Section 2.3 hereof.

Partial Taking: As defined in Section 12.2 hereof.

Permitted Capital Expenditures: As defined in Section 4.4(a) hereof.

Permitted License/Licensee: As defined in Section 18.2(a) hereof.

Personal Property: As defined in Article 23 hereof.

Programming Requirements: As defined in Section 6.7 hereof.

Property: The County-owned real property commonly known as the John Anson Ford Theatres and depicted on Exhibit A hereto.

Rent: The Rent to be paid to County by LAPA as provided in Article 4 hereof.

Request for Consent: As defined in Section 18.2(b) hereof.

Required Insurance: As defined in Section 17.1 hereof.

Retail Space: Any space on the Property which is used for the primary purpose of selling merchandise primarily related to music, theatrical events and other Events presented at the Property. As of the Commencement Date, there is no Retail Space on the Property.

Season: The period from April 1 to October 31 in each Lease Year.

SIR: As defined in Section 17.9 hereof.

Taking: A transfer during the term hereof of all or any portion of the Property, or any leasehold or other interest therein or right accruing thereto, as the result or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental entity or agency, or any other compensable government activity affecting the Property or any part thereof.

Term: As defined in Section 3.1 hereof.

Theatre Equipment: All permanent or removable lighting equipment, sound amplification equipment, stage and backstage equipment, and electronic and other technical equipment needed for theatrical and/or musical presentations in the Entertainment Space which (i) was purchased using funds furnished by County or its Affiliates (including, without limitation, the Ford Foundation), or (ii) is located at the Property as of the Commencement Date. The Theatre Equipment, except for leased items, is the property of County but shall be operated and maintained and replaced, as necessary, by LAPA subject to the terms and conditions of this Lease.

Total Operating Costs: As defined in Section 4.2(c).

Total Taking: As defined in Section 12.1 hereof.

Transportation Services: As defined in Section 4.6(a) hereof.

Transportation Services Value: As defined in Section 4.6(a) hereof.

Water Leak: As defined in Article 5 hereof.

**ARTICLE 2**  
**LEASE OF PROPERTY**

**2.1      Lease.**

Upon the conditions, limitations, covenants and agreements set forth below, and for the Term hereinafter set forth, County hereby leases the Property to LAPA.

**2.2      Television, Radio and Cable.**

LAPA may contract for or otherwise permit performances produced and/or presented by LAPA or its Permitted Licensees in the Entertainment Space to be broadcast by radio, cable or television, Internet, or any other means which may be used to transmit such performances for viewing and/or listening at other locations or to be filmed, taped, transcribed or otherwise recorded for such broadcasting and transmission. LAPA accepts full liability for any such broadcast or recording and LAPA agrees to indemnify, defend and save County and the County Indemnified Parties harmless from any and all losses, claims, damages, liabilities and/or expenses arising out of such broadcast or recording; provided, however, that such acceptance of liability and indemnification obligation shall not apply with respect to the Cable Television Services that are provided by County in accordance with Section 4.6(b) below.

**2.3      Parking Facilities.**

LAPA, in its role as tenant under the Bowl Lease, shall operate the Parking Facilities to provide parking to serve the patrons of the Entertainment Space and as parking for the use of the Office Space, Café Facilities and Retail Space, as applicable, pursuant to Section 2.3 of the Bowl Lease. If the Bowl Lease terminates or expires during the Term of this Lease, then (a) the Parking Facilities shall thereupon become part of the Property, (b) LAPA shall thereafter be responsible for the operation and maintenance of the Parking Facilities upon the same terms and conditions applicable to LAPA's maintenance and operation of the Property as set forth herein, (c) all revenue generated in connection with the operation of the Parking Facility shall be characterized as Gross Revenue and applied towards Direct Operating Costs and/or Allocated Expenses and/or Permitted Capital Expenditures (in accordance with the then-applicable Approved Budget) and all costs of operating the Parking Facilities would constitute Direct Operating Costs, and (d) the parties shall memorialize the foregoing terms and conditions in an amendment to this Lease promptly following the expiration or earlier termination of the Bowl Lease. Further, notwithstanding anything to the contrary herein but subject to the terms and conditions of this Lease applicable to Events at the Property, LAPA shall have the right to hold Events within the Parking Facilities from time to time ("**Parking Facility Events**") upon prior written notice to County. All revenues generated in connection with such Parking Facility Events shall be deemed to be Gross Revenues hereunder and all expenses in connection with such Parking Facility Events shall be deemed to be Direct Operating Costs hereunder.

**2.4      Intellectual Property Rights.**

Subject to the rights of any third parties of which LAPA has been notified in writing by County, County hereby grants to LAPA the right, to be shared exclusively with County, to use graphic reproductions and photographs of the Entertainment Space and any of the Improvements therein, specifically including the name "Ford Theatres" and/or "John Anson Ford Theatres" (collectively, the "**Ford Intellectual Property**"); provided, that LAPA shall indemnify, defend and hold County and the County Indemnified Parties harmless from any actual liability or damages in connection with LAPA's use thereof, excluding, however, any losses, claims, damages, liabilities and/or expenses arising in connection with any claim that LAPA's use of the Ford Intellectual Property in accordance with the terms and

conditions of this Agreement violates a third party trademark that LAPA was not notified of in writing as set forth herein. LAPA shall not grant the right to third parties to such use unless it reasonably believes such use is consistent with the historical and entertainment use of the Ford and would not disparage or harm the reputation of the Ford or County. For the avoidance of doubt, all revenue generated in connection with granting third parties the right to use the Ford Intellectual Property shall be characterized as Gross Revenue and applied towards Direct Operating Costs and/or Allocated Expenses and/or Permitted Capital Expenditures (in accordance with the then-applicable Approved Budget). Neither LAPA nor its Affiliates shall create any new intellectual property related to the Ford (including, without limitation, logos) without the prior reasonable approval of County in each instance.

2.5 Naming Rights.

Subject to the approval of the Board of Supervisors in each instance, County hereby grants to LAPA the right to name certain portions of the Improvements for major donors to LAPA. The rights granted by this Section (a) shall not permit LAPA to describe the Property by any name other than the "John Anson Ford Theatres" or "Ford Theatres", and (b) shall be subject to, and LAPA shall recognize, (i) the naming rights existing as of the Commencement Date, which rights shall not be altered or supplemented without the Director's prior written consent, and (ii) the names (x) of individuals and organizations which are listed on the Ford's Donor Wall, and (y) on the donor plaques on amphitheater seats, in each case, shall remain in their designated locations existing as of the Commencement Date without change during the Term. For the avoidance of doubt, all revenue generated in connection with granting of physical naming rights at the Property (as opposed to naming rights granted in connection with specific events, series or similar) shall be applied to LAPA's operation and maintenance of the Ford and/or Allocated Expenses and/or any Permitted Capital Expenditures (in accordance with the applicable Approved Budget); provided, however, that any such revenues shall not be deemed to count toward Gross Revenues or otherwise offset or reduce the County funding obligations described herein.

2.6 County's Reservation of Rights to Construct Hiking Trail.

County hereby reserves the right to construct, at its sole cost and expense, a walking/hiking trail on the Property during the Term if funding for the same becomes available. Except to the extent of LAPA's gross negligence or willful misconduct, LAPA shall not incur any liability in connection with the construction, maintenance or use of such walking/hiking trail, and the County shall be solely responsible for the same. The County shall coordinate with LAPA to minimize disruptions to the Property in connection with the construction and maintenance of the walking/hiking trail. Notwithstanding the foregoing, LAPA shall have no right to permanently close off or otherwise obstruct or prevent the use of such trails by the general public once constructed; provided, however, that LAPA shall have the right to prevent access to such trails on a temporary basis: (a) during the occurrence of scheduled Events at the Property, (b) to prevent imminent danger to persons or property, or (c) when LAPA reasonably believes access to the trail must be restricted for security reasons, but in all such cases, access shall be limited only for so long as the Event or perceived danger or security threat persists.

2.7 Liquor License. The parties acknowledge and agree that, as of the Effective Date, the Liquor License for the Property is held by Crumble, Inc., a California corporation (the "Existing License Holder"). The Existing License Holder will reasonably cooperate with LAPA to transfer the existing Liquor License to LAPA or LAPA's designee, or permit such party to obtain a new Liquor License, at no cost or expense (other than de minimis cost or expense) to the Existing License Holder. Upon the expiration or earlier termination of the Term, LAPA (or its designee holding the Liquor License, as applicable) will reasonably cooperate with County (or its designee) to transfer the Liquor License to County's designee or permit such party to obtain a new Liquor License, at no cost or expense (other than

de minimis cost or expense) to LAPA, and such obligation shall survive the expiration or earlier termination of the Term.

### ARTICLE 3 TERM OF LEASE

The term of this Lease (the "Term") shall commence on December 1, 2019 (the "Commencement Date"), and end at 11:59 P.M. on November 30, 2029 (the "Expiration Date"), unless sooner terminated as hereinafter provided. Notwithstanding the foregoing, the Term shall automatically renew for up to two (2) additional ten (10) year periods (for an aggregate Term of thirty (30) years) unless LAPA or County provides written notice to the other of its intent not to renew no more than thirty-six (36) and no less than twenty-four (24) months prior to the expiration of the then-existing Term. Commencing twenty-four (24) months prior to the expiration of the Term (provided the Term has not been further extended), LAPA shall reasonably cooperate with County during the balance of the remaining Term to transition operations to County or other operator designated by County; provided that such cooperation with the County in connection with such transition shall be at no cost or expense to LAPA.

### ARTICLE 4 RENT; COUNTY FUNDING

#### 4.1 Rent.

During the Term of this Lease, LAPA shall pay to County rent ("Rent") for the Property in the amount of One Dollar (\$1.00) per Lease Year in advance on or before the first (1<sup>st</sup>) day of each and every Lease Year. All Rent shall be payable without demand, deduction or offset to County at such office of County as County may direct in advance, or to such other persons or at such other places and in such manner as County may designate in writing from time to time.

#### 4.2 County Funding.

Subject to the terms and conditions set forth herein, County shall provide annual funding to LAPA throughout the Term to defray all or a portion of the costs and expenses incurred by LAPA in connection with LAPA's operation and maintenance of the Property as contemplated in this Lease in accordance with the following:

(a) For the first (1<sup>st</sup>) Lease Year, County shall provide LAPA with funding in an amount equal to Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) (the "Initial Funding Amount"), which Initial Funding Amount shall be paid by County to LAPA no later than December 1, 2019. Subject to the limitations set forth below, the Initial Funding Amount shall be increased by the CPI Adjustment annually thereafter during the Term on each anniversary of the Commencement Date (such amount for each applicable Lease Year, as increased by the CPI Adjustment annually, the "County Funding Cap"). The Approved Budget (as hereinafter defined) for the first (1<sup>st</sup>) Lease Year is attached hereto as Exhibit C.

(b) On or before November 1 of each Lease Year during the Term, County and LAPA shall confer with respect to a proposed budget for LAPA's operation and maintenance of the Property for the upcoming Lease Year. The negotiations between LAPA and County with respect to such budget shall take into consideration the Gross Revenue and Total Operating Costs for the just ended Lease Year, as more particularly set forth in Section 4.2(c) below, and shall be "zero based" (i.e. may include suggestions from either party with respect to different approaches to each category of expenses including possible

outsourcing of tasks). The parties shall negotiate in good faith in an effort to reach agreement on such budget on or before the following January 1. The budget for each Lease Year during the Term that is approved by LAPA and County shall be referred to herein as the "**Approved Budget**." Notwithstanding anything to the contrary contained herein, County agrees that for every Lease Year during the Term, the County will seek funding in an amount equal to the County Funding Cap and shall fund the full amount of the County Funding Cap no later than December 1 of each Lease Year (the "**Funding Date**"), notwithstanding whether an Approved Budget has been approved by the parties by such date. If, after good faith negotiation, County and LAPA are unable to agree upon an Approved Budget for any Lease Year within the foregoing timeframe, the parties shall submit such dispute to mediation in accordance with Article 28 below, and until such dispute is resolved, the budget for such disputed Lease Year shall be the Approved Budget for the immediately preceding Lease Year. If County and LAPA are unable to resolve such dispute through mediation or otherwise before February 1 of such Lease Year, then, for such period of time as the dispute remains outstanding, the Approved Budget for the immediately preceding Lease Year shall be deemed to be the Approved Budget for such Lease Year; provided, however, that upon the resolution of the dispute, the Approved Budget for such Lease Year shall be the Approved Budget agreed between the parties pursuant to the dispute resolution process. Within thirty (30) days following the date an Approved Budget has been approved or deemed approved by the parties (whether through the dispute resolution process outlined herein or otherwise), LAPA shall refund the difference, if any, between the County's Funding Cap for such Lease Year and the amount of County's funding obligation for such Lease Year as set forth in the applicable Approved Budget; provided, however, for the final Lease Year during the Term (as the same may be extended), LAPA shall refund such excess funding to County in cash within thirty (30) days after the Approved Budget for such final Lease Year is approved (or deemed approved). Within thirty (30) days following the expiration or earlier termination of the Term, the parties shall meet and determine the Total Operating Costs incurred, and Gross Revenue received, as of expiration or termination date, as applicable. To the extent that the sum of Gross Revenue plus the amounts funded by the County pursuant to County's funding obligation set forth in this Section 4.2 for such Lease Year exceed Total Operating Costs for such Lease Year, LAPA shall refund the difference to County in cash within sixty (60) days following the expiration or termination date, as applicable.

(c) Notwithstanding the foregoing, and regardless of actual Gross Revenue generated, and Direct Operating Costs and Allocated Expenses (collectively, "**Total Operating Costs**") incurred, in the first (1<sup>st</sup>) Lease Year, County's funding obligation for the second (2<sup>nd</sup>) Lease Year shall equal the County Funding Cap for such Lease Year. Commencing with the third (3<sup>rd</sup>) Lease Year, and continuing annually thereafter, County's funding obligation for each Lease Year shall equal the difference between the Total Operating Costs incurred plus Funding Shortfalls (if any), on the one hand, less the Gross Revenue generated, on the other hand, for the just ended Lease Year, subject in all cases to the County Funding Cap. For example, assuming an annual CPI Adjustment of 2%, then:

(i) If the Total Operating Costs incurred in Lease Year 2 equaled \$5,300,000.00, there were no Funding Shortfalls for such Lease Year, and the Gross Revenue for such Lease Year equaled \$1,800,000.00, then County's funding obligation for Lease Year 3 would equal the County Funding Cap for Lease Year 3, which is equal to \$3,381,300.00 (i.e., Total Operating Costs of \$5,300,000.00 plus \$0.00 in Funding Shortfalls, less \$1,800,000.00 of Gross Revenue, for a total of \$3,500,000.00, which exceeds the County Funding Cap of \$3,381,300.00 for such Lease Year), in which case LAPA would have no obligation to refund any portion of the funding already funded by County on the Funding Date for Lease Year 3; and

(ii) If the Total Operating Costs incurred in Lease Year 2 equaled \$5,000,000.00, there was a \$100,000.00 Funding Shortfall for such Lease Year, and the Gross Revenue for such Lease Year equaled \$2,000,000.00, then County's funding obligation for Lease Year 3 would equal

\$3,100,000.00 (i.e., Total Operating Costs of \$5,000,000.00 plus \$100,000.00 in Funding Shortfalls, less \$2,000,000.00 of Gross Revenue, for a total of \$3,100,000.00), in which case County would receive a credit against its funding obligation for Lease Year 4 in the sum of \$281,300.00 (i.e., the amount of the County Funding Cap for Lease Year 3 (i.e., \$3,381,300.00) that was actually funded by the County on the Funding Date for Lease Year 3, less the amount that County was required to fund for Lease Year 3 (i.e., \$3,100,000.00)).

Notwithstanding the foregoing, LAPA and County shall continue to meet on an annual basis in accordance with Section 4.2(b) above to reevaluate LAPA's funding needs.

(d) In connection with the annual budget process noted above, LAPA shall provide County with: (i) a detailed breakdown of the Gross Revenues and Total Operating Costs for the just ended Lease Year (provided, however, County shall not have the right to review or challenge LAPA's allocation of expenses (or assumptions by or methodology undertaken by LAPA in determining how to allocate expenses) that are shared amongst the Property, on the one hand, and the other venues and programs operated and/or implemented by LAPA, on the other hand (the costs allocated to the Property are referred to herein as the "**Allocated Expenses**")); (ii) a "Compliance Certificate" in such form as is reasonably acceptable to County pursuant to which either LAPA's CEO or CFO shall certify (A) that the financial records provided to County hereunder were prepared in accordance with generally accepted accounting principles, in all material respects and, to the knowledge of LAPA's CEO or CFO (as applicable), fairly represent the financial condition of the Property and are true and accurate in all material respects, (B) that LAPA's allocation of Allocated Expenses were fairly and equitably allocated between the Property, on the one hand, and the other venues and programs operated and/or implemented by LAPA, on the other hand, and (C) that all Gross Revenue, and all funding provided by County in connection with this Lease, has been applied towards LAPA's operation and maintenance of the Property (including, without limitation, application towards Allocated Expenses) and/or Permitted Capital Expenditures at the Property, and (iii) an annual budget setting forth the anticipated Gross Revenue and Total Operating Costs for the following Lease Year. For clarity, the categories of costs and expenses that can be treated as "Allocated Expenses" are limited to the categories listed on Exhibit D attached hereto. Any changes or additions to such list of pre-approved categories of Allocated Expenses shall be subject to the prior written approval of the County, in its reasonable discretion.

#### 4.3 Limitations on County Funding; Shortfall.

(a) Notwithstanding anything to the contrary in this Article 4 or elsewhere in this Lease, County's funding obligation under this Article 4 shall be subject to County's Annual Budget Process and approval by the Board of Supervisors; provided, however, if funding: (i) is not appropriated at all by the Funding Date for a succeeding Lease Year during the Term, the Lease shall terminate on the last day of the then-existing Lease Year, or (ii) is timely appropriated, but in an amount that is less than the funding agreed upon as reflected in the Approved Budget for such Lease Year (a "**Funding Shortfall**"), then the parties shall negotiate, in good faith changes in LAPA's obligations under this Lease to account for such reduction in County funding (including, but not limited to, by seeking operational efficiencies, "value-engineering" LAPA's operations, reducing programming and similar measures), which changes in LAPA's obligations shall be commensurate with the applicable Funding Shortfall. In the event that there is a Material Shortfall in any two (2) years in a rolling five-year period, then as the parties' sole and exclusive remedy therefor, LAPA and County shall each have the right to terminate this Lease, in its sole discretion, without payment of termination fee, penalty or other similar amount, within sixty (60) days after the occurrence of such second Material Shortfall. In the event funding will not be appropriated by the Funding Date or there will be a Funding Shortfall, County shall promptly notify LAPA after learning of the same.

(b) Notwithstanding anything in this Lease to the contrary, LAPA acknowledges and agrees that: (i) all funding provided by County as contemplated in this Lease, and (for so long as County is providing LAPA with any funding under this Lease) all Gross Revenue shall be applied towards LAPA's operation and maintenance of the Property (which shall include, without limitation, application towards Allocated Expenses to the extent such expenses relate to the Property) and/or any Permitted Capital Expenditures (subject to the terms and conditions of this Lease), and (ii) nothing in this Lease shall obligate County to provide services to, or incur expenditures on behalf of, the Property until and unless funds to provide such services or incur such expenditures are appropriated in the County budget by the Board of Supervisors; provided, however, the Director shall in each Lease Year in good faith use his or her best efforts to obtain appropriations from the Board of Supervisors which will be identified for such purposes and be sufficient to enable County to fulfill its obligations hereunder by funding the Approved Budget for the applicable Lease Year.

#### 4.4 Capital Expenditures; Emergency Maintenance.

(a) The parties shall, in connection with the annual budgeting process set forth in Section 4.2 above, prepare a schedule of proposed Capital Expenditures for the Property for the upcoming Lease Year (prioritizing, first, maintenance and deferred maintenance of the Improvements, and second, the replacement and/or refurbishment of FF&E) which shall be funded from the proceeds of (i) the Ford Improvement Account or (ii) funds provided by the County, if any (which funds shall be subject, in each instance, to County obtaining all appropriate approvals for the same, and shall be in addition to the annual funding to be provided by the County pursuant to the terms of this Lease) (collectively, the "**Permitted Capital Expenditures**"). In addition, on or before the date which is the fifth (5<sup>th</sup>) anniversary of the Commencement Date and not less often than each five (5) years thereafter during the Term hereof (so long as the Term has been renewed in accordance with Section 3.1 above), County and LAPA shall jointly prepare a schedule of proposed Building Capital Improvements which are likely to be incurred within the next five (5) year period at the Property and proposed methods for funding such expenditures. Notwithstanding the foregoing, and for the avoidance of doubt, LAPA shall have no obligation to (a) fund any such Capital Expenditures in excess of amounts existing from time-to-time in the Ford Improvement Account, or (b) perform capital improvements during the Term except as otherwise expressly set forth in this Lease.

(b) Notwithstanding anything to the contrary herein, LAPA shall notify the Director in writing of the need for any required Emergency Maintenance within forty-eight (48) hours after learning of the need for the same; provided, however, that if LAPA reasonably determines that obtaining prior written consent for any particular Emergency Maintenance is not practicable because the urgency of the underlying emergency, LAPA shall proceed to perform such Emergency Maintenance with written notice thereof to the Director to follow within the 48-hour period noted above. The costs and expenses actually incurred by LAPA for any Emergency Maintenance it performs (the "**Emergency Maintenance Expenditures**") shall be paid for, first, by application of any insurance proceeds available to LAPA from the insurance that LAPA is required to maintain pursuant to this Lease (whether such funds are immediately available to LAPA or are received by LAPA following completion of such Emergency Maintenance), and second, by using any available funds in the Ford Improvement Account, if applicable to such Emergency Maintenance. If the proceeds of available insurance and funds in the Ford Improvement Account are, collectively, insufficient to fund such Emergency Maintenance Expenditures, any such deficiency shall be funded by LAPA, in which event such deficiency amount shall be added to the calculation of actual Total Operating Costs for such Lease Year and shall be included in the adjustment to the County's funding obligation for the succeeding Lease Year.

(c) For the avoidance of doubt, all capital projects at the Property (whether deferred maintenance, capital and other construction projects) which are not otherwise specifically described in the

applicable annual capital budget prepared pursuant to Section 4.4(a) for Permitted Expenditures, shall require the prior approval of the Director, and in all cases (i.e., whether or not prior approval is required), LAPA shall coordinate the same (including, without limitation, the planning, design and construction management thereof) with the Director.

**4.5      Facility User's Fee.**

(a)      During the Term, LAPA shall collect a facility user's fee for each Event at the Property. The facility user's fee will be an amount equal to ten percent (10%) of the applicable base ticket price (i.e., the price of such ticket before the 10% fee is added) per ticket sold (the "**Facility User's Fee**"), which Facility User's Fee will be built into the overall ticket price to be paid for each ticket sold at the Property. The Facility User's Fee is a charge against any person purchasing a ticket to an Event for the privilege of using, and the right to use, the facilities thereof during their presence therein.

(b)      Beginning in the fifth (5<sup>th</sup>) Lease Year of this Lease, and every fifth (5<sup>th</sup>) Lease Year thereafter, unless requested earlier by mutual agreement of LAPA and the Director, the amount of the Facility User's Fee shall be reviewed as part of the annual budget process between County and LAPA. The Facility User's Fee may not be modified without the agreement of LAPA, County and the Board of Supervisors.

(c)      The Facility User's Fee shall be deposited monthly by LAPA into a separate interest-bearing account (the "**Ford Improvement Account**") to be held by LAPA. County shall receive quarterly statements (on December 1, March 1, June 1 and September 1 of each Lease Year) of the Ford Improvement Account clearly indicating the amounts deposited, interest earned and disbursements therefrom.

(d)      Funds held in the Ford Improvement Account may be disbursed by LAPA (i) for Permitted Capital Expenditures in accordance with Section 4.4(a) above, (ii) for Emergency Maintenance Expenditures in accordance with Section 4.4(b) above, or (iii) solely after review of recommendations from County and the Board of Supervisors' approval, for any other Capital Expenditures, Alterations and/or expenditures for equipment. Notwithstanding anything herein to the contrary, funds in the Ford Improvement Account shall not be used to fund any Ordinary Repair and Maintenance unless County provides prior written approval of the same.

(e)      County shall be entitled from time to time to audit and verify the related books and records of LAPA to ensure that the deposits or disbursements from the Ford Improvement Account are in keeping with the provisions of this Lease. Should any disbursement from the Ford Improvement Account not be in accordance with the provisions of this Section, LAPA shall reimburse the Ford Improvement Account within 30 days in the amount of the erroneous disbursement, plus Interest pursuant to Section 3.8. If funds due to the Ford Improvement Account were not deposited, or were not deposited in a timely manner, LAPA shall pay into the Ford Improvement Account an amount equal to the amount of the deposit that should have been made plus Interest pursuant to Section 3.8.

**4.6      Transportation and Cable TV Production Services.**

During the Term, and subject to the terms and conditions set forth herein, County shall provide the following services:

(a)      Shuttle services for audiences of the Ford before and after scheduled Events (the "**Transportation Services**"). As of the Commencement Date, such Transportation Services are (i) contemplated to run from the Universal City/Studio City Metro station and the parking location at

3330 Cahuenga Boulevard to and from the Property, which such services are managed by County's Department of Public Works and funded through the Proposition A Local Return Transit Program ("Prop A Program"), subject to the continued availability of such funds and compliance with Prop A Program requirements; provided, however, that subject to the mutual agreement of the parties acting in good faith, the timing and/or routes of such shuttle services may be modified, and (ii) as of the Commencement Date, valued at \$171,000 annually (the "**Transportation Services Value**"); provided, however, such valuation shall not be subject to annual increases; and

(b) Cable TV video production services to LAPA to produce videos of programming at the Ford for viewing on County's cable TV channel ("**Cable Television Services**"), subject to annual County approval and availability of cable franchise fee funding for this purpose.

4.7 Interest.

In each case where a provision of this Lease requires the payment of interest from LAPA to County, such interest shall accrue at a rate equal to the lesser of (a) two percent (2%) plus the rate announced by Citibank, N.A. from time to time as its prime rate or, in the event that Citibank, N.A. shall cease to announce a prime rate, then the average prime rate of the three largest domestic United States banks (measured by total assets) then announcing a prime rate, and (b) the maximum interest rate permitted under applicable Legal Requirements (the interest rate required pursuant to clause (a) or (b), as applicable, "**Interest**"), from the date such amount is first delinquent (if applicable) until the date the same is paid.

**ARTICLE 5**  
**CONDITION OF THE PROPERTY**

(a) The Property, as well as the Improvements and County Equipment located thereon, shall be delivered to LAPA on the Commencement Date in its then-existing "as is" condition, without any obligation of County to make any alterations, additions, repairs or improvements thereto. LAPA acknowledges and agrees that neither County, nor any of its employees or agents have made any representation or warranty with respect to (a) the condition of the County's Equipment, the Improvements, the Property or any portion thereof or (b) the suitability or fitness of any of the same for the conduct of the permitted uses set forth below, LAPA's business or for any other purpose.

(b) Notwithstanding anything to the contrary herein, LAPA acknowledges that County has disclosed the existence of a water leak on the Property, at the locations more particularly described on Exhibit G attached hereto (the "**Water Leak**"), which Water Leak County shall remain responsible to correct with all due diligence following the Commencement Date. Except to the extent the same is exacerbated by the LAPA's actions (outside of the ordinary course of operating and maintaining the Property), County shall be solely responsible for all costs and expenses incurred in connection with the repair and full remediation of the Water Leak (including any continuing issues which may arise from time to time during the Term resulting from the initial Water Leak), and shall indemnify, defend and hold LAPA and its Affiliates harmless from and against any and all losses, claims, suits, demands, judgments, penalties, fines, and other liabilities arising out of or related to the Water Leak, except to the extent arising from the negligence or willful misconduct of LAPA or its Affiliates. County will use commercially reasonable efforts, without any obligation to incur any additional cost or expense therewith, to coordinate all on-site repair and remediation work relating to the Water Leak with LAPA in order to minimize the disruption of LAPA's operation of the Property as a result thereof.

## ARTICLE 6

### USE

#### 6.1 Permitted Uses.

LAPA shall occupy the Property in accordance with the terms and conditions of this Lease, including for the presentation of Events in accordance with the Programming Requirements (defined below), and cause no less than the Minimum Number of Performances set forth in Section 6.5 hereof to be performed at the Ford. To the extent practicable, LAPA shall take such actions as shall be reasonably necessary to ensure that all artistic performances will have artistic merit and be of high caliber. LAPA shall use (a) the Office Space for general office purposes for LAPA and County employees engaged primarily in the operation and maintenance of the Property; (b) the Retail Space, if any, for the sales of merchandise relating to musical and theatrical performance and other activities at the Ford; (c) the Café Facilities for the preparation, service and sale of food and beverages to patrons of the Ford Theatres; and (d) the Entertainment Space for the production and presentation of Events at the Ford and uses related thereto.

#### 6.2 Prohibited Uses.

LAPA shall not use or occupy the Property or any part thereof, or permit or suffer the Property or any part thereof to be used or occupied, for any ultra-hazardous, unlawful, or illegal business, use or purpose, nor in a manner as to constitute a nuisance of any kind, nor in any manner inconsistent with or in violation of any Legal Requirements, nor in any manner detrimental to the reputation of the Ford Theatres or the County. In addition, LAPA shall not in the Entertainment Space or any other part of the Property:

(a) Commit any nuisance or knowingly do or permit to be done anything which would be reasonably likely to result in the creation or commission of a nuisance.

(b) Do or permit to be done anything which may interfere more than minimally with the effectiveness or accessibility of plumbing, electrical, heating, ventilating or air conditioning systems or portions thereof, nor do or permit to be done anything which may interfere with the free access and passage to the Property or the public areas adjacent thereto, or the streets or sidewalks adjoining (unless approved in advance by County).

(c) Fail to promptly observe and comply with the provisions of all Legal Requirements (subject to Section 14.1) and all Insurance Requirements.

(d) Fail to comply with the provisions of Sections 6.3 and 6.4 below.

(e) Permit advertising which, in County's reasonable judgement, is in conflict with or violates any County codes, policies or ordinances in effect from time to time regarding advertising or promotions on County-owned real property.

Immediately upon the discovery of any such unlawful, illegal or ultra-hazardous use, or of any use in violation of this Lease, LAPA shall take or cause to be taken all necessary steps, legal and equitable, to discontinue such use, and to remove any occupants or other persons causing such use, in an expeditious manner.

### 6.3 Sound Standards and Controls.

Any sound system used at the Property, including the configuration thereof, must be approved by Director. All auxiliary sound must go through the sound console of the Entertainment Space prior to amplification. The sound console must be controlled by an employee of LAPA. LAPA or its representative will be responsible for monitoring the sound levels. County technicians or contractors, such as electricians and sound engineers, may attend each Event to review such control. Further, County may at its own cost install, maintain, and repair sound monitoring devices which are sufficient, in its reasonable discretion, to monitor the sound limits as set out herein.

The sound level as measured at the sound mixing console located at the rear of the audience seating area in the Entertainment Space may reach, but (except as set forth herein) not exceed, 90 dBA for any Event at any time. To allow for crescendos, finales, et al., the 90 dBA level may be surpassed for ten minutes of any hour, but only within the following limits:

- (a) above 90 dBA for 10 minutes in anyone hour;
- (b) above 92 dBA for 5 minutes of the aforesaid ten minutes of anyone hour;
- (c) above 94 dBA for 2 minutes of the aforesaid ten minutes of anyone hour;
- (d) never to surpass 95 dBA.

For the purpose of the aforesaid limitations, the successive "one hour" segments of each Event shall be measured from the start of amplification of sound through the sound console, by means of a graphic recorder, sound level meter or similar device which provides a graph of sound levels generated by the performance. Any fraction of an hour from the end of a full-hour segment until the end of said amplification at the program's conclusion shall be deemed to be a full "one hour."

Should the sound exceed the above levels, fines will be assessed against LAPA, payable to the Ford Improvement Account, as hereinafter provided for.

LAPA will be responsible to ensure compliance with such sound regulations. If the sound levels at Event exceed any of the above limits, not more than \$5,000 for each offense will be paid by LAPA to the Ford Improvement Account within five (5) days after receipt of a Notice from County. For the purpose of this penalty, an offense shall occur in each and every instance where the sound rises from a permissible to an impermissible level, e.g., if the sound in any hour rises to 96 dBA for even a fraction of a minute, then falls to 95 dBA for even a fraction of a minute, and then immediately rises again to 96 dBA, two offenses shall have been committed. When enough offenses have been committed to justify \$30,000 in penalties, LAPA sound technicians at the console shall take immediate action to cause the violation to cease, taking into consideration the effect a shutdown may have upon the audience.

County, acting through the Director, shall have the power from time to time to modify the fines set forth above to reflect the CPI Adjustment.

### 6.4 Curfew.

In order to establish time limitations for the use of amplified sound, Events shall conclude no later than 11:00 p.m. on Monday through Saturday nights and no later than 10:30 p.m. on Sunday nights. Immediately following the conclusion of the Event, County will notify LAPA if any violations of the curfew occurred. If a violation has occurred, County will inform LAPA, at the conclusion of the Event,

that a penalty will be assessed. Within five (5) business days after any violation, County will inform LAPA, in writing, of the violation and the amount of the penalties that must be paid.

To ensure compliance with the curfew, LAPA will have the responsibility of paying, within five (5) days of receipt of a Notice from County the sum of penalties incurred. The penalty fee will be assessed as follows: not more than \$5,000 for each five-minute period the event continues in the first fifteen minutes after the curfew time, and not more than \$7,500 for each of the next two such five-minute periods thereafter and not more than \$10,000 for the next five-minute period. The house lights will be turned on and the main power to the stage cut off thirty minutes after the curfew time. The shutdown will be handled so as to minimize audience disturbance. The penalty amount for each curfew violation will be paid by LAPA into the Ford Improvement Account.

County, acting through the Director, shall have the power from time to time to modify the fines set forth above to reflect the CPI Adjustment or otherwise to make such fines equitable and appropriate under the circumstances.

#### **6.5 Minimum and Maximum Number of Performances.**

During each Season throughout the Term, LAPA shall schedule and cause Events to be held at the Property; provided, that, LAPA shall cause at least forty (40) Events (not including rehearsals) held at the Property to be before an audience or gathering (all such required Events are referred to herein as the "**Minimum Number of Performances**"), and no more than one hundred (100) Events to be held at the Property in any Season (the "**Maximum Number of Performances**"). No performances or Events shall be held at the Property between November 1 through and including March 31 without the prior written approval of the Director, in the Director's sole discretion.

#### **6.6 Prices.**

LAPA will establish a range of prices for tickets and food/beverages sold at the Property to ensure the continued accessibility to the programs held at the Property and affordability for the general community. Such range of prices shall be subject to (i) with respect to food and beverage prices, the prior written approval of the Director and (ii) with respect to ticket prices, the prior written approval of the Board of Supervisors, which approval in each case shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LAPA shall have the right to hold up to ten (10) one-day special Events at the Property each Season for which the ticket prices shall not be subject to the prior approval of the Board of Supervisors.

#### **6.7 Programming Requirements.**

LAPA shall operate the Property, and plan programming for the same, in a manner that is aligned with the County's Cultural Equity and Inclusion Initiative using methods for addressing equity, diversity, inclusion and access, in terms of race/ethnicity, gender, sexual orientation, national origin, age, disability status, religion, class, and indigenous heritage (the "**Programming Requirements**"). On or before September 30 of each Season, LAPA and the Director will meet to discuss such current Season in connection with planning the programming for the upcoming Season, with particular focus on the Programming Requirements. LAPA will in good faith address and respond to any concerns and priorities raised by the Director in connection therewith. Notwithstanding anything to the contrary contained herein, LAPA shall use commercially reasonable efforts to honor those pre-existing programming commitments made by the current operator of the Property for the 2020 Season, which are set forth on Exhibit E attached hereto (the "**Existing Programming Commitments**"), it being understood and agreed that formal definitive agreements have not yet been finalized with respect to such Existing Programming

Commitments, which such negotiations shall be undertaken by LAPA in good faith (but which definitive agreements, County acknowledges, may never be finalized and executed). In addition, the production by LAPA of the Existing Programming Commitments is also subject to the full funding of same by the Ford Theatre Foundation (the "**Existing Programming Funding**"), which such Existing Programming Funding shall be in addition to the Initial Funding Amount provided by County (and shall not be taken into account for purposes of determining the County's funding obligations for any succeeding Lease Year). In the event the Existing Programming Funding is provided for the Existing Programming Commitments and any of such Existing Programming Commitments do not actually occur, LAPA will refund to County's Department of Arts and Culture in full those amounts that were funded on account of the applicable Existing Programming Commitment that did not occur (less any reasonable, documented third-party out-of-pocket costs and expenses actually incurred by LAPA on account of any such Existing Programming Commitment notwithstanding that such Event did not occur, unless the Event did not occur due to the fault of LAPA).

#### 6.8 Park Use.

LAPA acknowledges that the Property is part of County's public park system and must remain accessible to the general public, and maintained by LAPA for such purpose, during the Term in accordance with all Legal Requirements. As such, LAPA will continue to cooperate with County to ensure that the Property including, without limitation, public restrooms outside the Entertainment Space, if any (but excluding the Entertainment Space, the Office Space and the Café Facilities), remains open to the public during daylight and other appropriate hours consistent with the status of the Property as a public park; provided, however, the Entertainment Space and the Café Facilities (as opposed to the grounds and trails surrounding the same, if any) shall be open to the public only during scheduled Events (and, subject to LAPA's discretion, for reasonable periods of time before and after such scheduled Events). Such public park uses of those portions of the Property specified herein (other than uses immediately prior to and following an Event or which otherwise relate to LAPA's use) shall be subject to the control and management of County and LAPA shall have no liability in connection therewith.

### ARTICLE 7 SERVICES, MAINTENANCE AND OPERATION

#### 7.1 General Maintenance Obligations.

Subject to the terms and conditions set forth herein, during the Term of this Lease, LAPA, at its sole cost and expense but in all events subject to the County funding obligation described in Section 4.2, either through its own work forces, County employees made available for such purposes as described below, or third-party contractors or consultants retained by LAPA, shall keep and maintain in good repair and working order and make repairs to and perform maintenance of the Property (excluding any hiking or walking trails and related improvements which may be constructed on the Property) and the Improvements thereon as needed, including but not necessarily limited to, the following:

- (a) the structural elements of the Improvements including without limitation, all permanent exterior and interior walls, floors and ceilings, roofs, windows, and stairways;
- (b) mechanical systems (including all heating, ventilating and air conditioning), electrical, plumbing, elevators and escalators and fire/life safety systems serving the Property;
- (c) the County's Equipment;

- (d) all landscaping in the Property; and
- (e) cleaning, janitorial and other operation and maintenance services for the Property (specifically including, without limitation, all cleaning and janitorial services in the Entertainment Space during and immediately following an Event and in the Café Facilities).

Nothing in this Section 7.1 shall require either LAPA or the County to make Capital Expenditures until and unless sufficient funding has been identified to complete the project requiring such Capital Expenditures.

#### 7.2 Services Provided by LAPA.

(a) Subject to the terms and conditions set forth herein, during the Term of this Lease, LAPA shall provide personnel and services appropriate to enable LAPA or its Permitted Licensees to present the Events. LAPA may use County equipment located at the Property as of the Commencement Date (including, without limitation, the Theatre Equipment) in performing such services but only with qualified personnel (with licenses and/or certifications as needed) and at its own risk. Without limiting the foregoing, LAPA shall provide, among other things, the following services:

- (i) house management, first aid, program magazine distribution;
- (ii) general production services;
- (iii) supervision of security for all Events and rehearsals which shall include disaster preparedness and crowd control programs;
- (iv) cleaning and janitorial services for the Entertainment Space during and immediately following an Event;
- (v) maintenance of the interiors (including cleaning and janitorial services) in the Café Facilities, Office Space, and, if applicable, the Retail Space, in good condition and repair, reasonable wear and tear excepted;
- (vi) installation and maintenance of all telephone equipment including but not limited to telephone and fiber optic intra-building network cable; and
- (vii) maintenance and service of all security systems serving the Property.

#### 7.3 Department Staff, Services and Supplies.

During the Term, the Director shall coordinate with LAPA to provide staffing, services and supplies from the Department as may be needed in LAPA's reasonable discretion to enable LAPA to carry out its general maintenance obligations at the Property subject to the Approved Budget. In connection with the annual budgeting process set forth in Section 4.2, County shall provide LAPA with a list of the Department staff, services and supplies to be assigned to the Property and the estimated costs associated therewith, which list will be adjusted each Lease Year to include increases in salary and benefit rates for Department staff approved by the Board of Supervisors. Such staffing may, at LAPA's discretion, be subject to increases or decreases in number from time to time; provided that any requested increases in staffing shall be subject to availability and the Director's approval. The salary and benefits of all such County employees shall be allocated by LAPA among the Property and the Hollywood Bowl based on the time each applicable County employee spends engaged in services with respect to each such venue

(which shall be tracked by the County). No more frequently than quarterly during each Lease Year, County may seek full reimbursement of the actual cost for the allocated services, supplies and staff (including without limitation salary and benefits of such Department staff), by sending to LAPA an invoice requesting reimbursement of same (which invoice shall also include reasonably detailed information and/or back-up documentation as to the allocation of the costs and expenses of such Department staff to the Property based on the County's tracking of the time spent by such Department staff engaged in services for the Property). LAPA shall reimburse County no later than thirty (30) days following its receipt of such invoice and request for reimbursement.

#### 7.4 Use of Existing County Fixtures and Equipment.

(a) For the avoidance of doubt, and without limiting the generality of LAPA's obligations under this Article 7, during the Term, LAPA shall be entitled to use, and, solely to the extent sufficient funds are (i) available in the Ford Improvement Account (to the extent permitted to be used for the same as set forth in Section 4.4(d) above), or (ii) provided by the County (in addition to the County's funding obligation with respect Total Operating Costs), shall be obligated to maintain, repair and, if necessary, replace, all (x) County-owned personal property and FF&E located at the Property on the Commencement Date and used in connection with the operation and maintenance thereof (including, but not limited to, the Theatre Equipment and FF&E in the Office Space), an inventory of which is attached hereto as Exhibit F, (y) County-owned personal property and FF&E brought onto the Property after the Commencement Date and used in connection with the operation and/or maintenance thereof, and (z) all personal property and FF&E purchased by LAPA during the Term (collectively, the "**County's Equipment**"). For the avoidance of doubt, "County's Equipment" shall also include all replacements of the items specified in the foregoing clauses (x) and (y) that are purchased by LAPA during the Term using (1) funds furnished to LAPA or its Affiliates from County or County's Affiliates proceeds from the Gross Revenue, (2) funds in the Ford Improvement Account, and/or (3) Gross Revenue, and LAPA shall coordinate all such replacements with the Director.

(b) For the avoidance of doubt, County shall not be responsible for any damage to, or loss of, or upgrading, replacement, maintenance or repair of LAPA's Equipment, except to the extent of County's gross negligence or willful misconduct with respect thereto; provided, however, that LAPA shall in good faith pursue the insurance company under its policy(ies) of insurance with respect to any claim relating to the LAPA's Equipment prior to bringing an action against County, and any proceeds of such insurance actually received by LAPA shall offset, dollar for dollar, County's liability with respect to the same.

(c) Commencing in 2020, and recurring every two (2) Lease Years thereafter, County shall have the right to enter the Property, and all portions thereof, in order to perform an inventory of the County's Equipment. The County shall coordinate any such site visits to the Property with LAPA, and LAPA shall reasonably cooperate with County in performing such inventory, provided LAPA shall have no obligation to incur any cost or expense associated therewith.

#### 7.5 Title to Property.

Title to the Property, Improvements and County's Equipment (including all other personal property and fixtures placed in or attached to the Property by County following the Commencement Date), shall remain vested in County at all times. Title to all personal property and fixtures placed in or attached to the Property by LAPA (including, without limitation, LAPA's Equipment) shall remain vested in LAPA at all times unless such fixtures are purchased with funds provided by the County as contemplated in Section 4.2 above or otherwise, in which case they shall be treated as County's Equipment and belong to, and be vested in, County. Title to personal property and fixtures placed in or attached to the Property by LAPA's Permitted Licensees or any transferee in connection with an approved

Lease Transfer shall be controlled by the Permitted Licensee or approved transferee by the underlying contract or sublease of such party, as the case may be.

**7.6 LAPA's Funding Obligation.**

For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Lease, LAPA acknowledges and agrees that the amount of funding provided by the County pursuant to the Approved Budget for each Lease Year may be insufficient to cover the full cost and expense of the operation and maintenance of the Property.

**ARTICLE 8  
FINANCIAL INFORMATION AND REPORTING**

**8.1 Financial and Other Information.**

(a) At all times during the Term, and for thirty six (36) months after the expiration or earlier termination thereof, LAPA shall keep separate records and books of account for the Property in which full, accurate and correct entries of the Gross Revenues received and Direct Operating Costs incurred in connection with LAPA's operation and maintenance of the Property and all dealings or transactions under this Lease for the current and five (5) prior years ("**Financial Records**") will be made in accordance with generally accepted accounting principles consistently applied. Notwithstanding the foregoing, LAPA shall have no obligation to keep separate records and books of account for the Allocated Expenses, since such expenses are allocated between the Property, on the one hand, and the other venues and programs operated and/or implemented by LAPA, on the other hand.

(b) All retail sales conducted at the Property (including, without limitation, via the Café Facilities) shall be recorded by means of cash registers, point-of-sale computers, or other comparable devices which automatically issue a customer's receipt or certify the amount recorded in a sales slip. Such records shall detail transactions conducted on or from the Property separate and apart from other venues operated by LAPA, and shall be included in definition of Financial Records.

**8.2 Reports on Activities.**

Upon the request of County, and within 90 days after the end of each Lease Year, LAPA shall deliver to County annual statements of Gross Revenue collections and Direct Operating Costs (including, without limitation, a summary of Allocated Expenses) incurred for the Property for the just ended Lease Year. Furthermore, concurrently with the annual budgetary process described in Section 4.2 above, LAPA shall provide County with (a) an itemized statement of Gross Revenue for the applicable Lease Year, (b) an annual financial statement of LAPA's Direct Operating Costs and Allocated Expenses (to the extent prepared by LAPA in the ordinary course) incurred in connection with the operation and maintenance of the Property (subject to the limitations on Allocated Expenses noted in Section 4.2 above), which County shall have the right to audit at the County's sole cost and expense in accordance with Section 8.3 below, and (c) such other financial reports, statements or similar information as may be required to confirm the revenue and expense items provided in clauses (a) and (b) above as County may reasonably request, all of which shall be certified to be correctly taken from the books of LAPA by the chief financial officer of LAPA.

**8.3 Audit Rights.**

(a) Duly authorized representatives of County shall, at all reasonable times and upon reasonable notice, have access to and the right to inspect, copy, audit and examine all Financial Records

(which shall include, without limitation, tax returns), at the County's sole cost and expense; provided, however, such audit right shall not be exercised more than once per Lease Year without the consent of LAPA (in its reasonable discretion). For the avoidance of doubt, the foregoing audit right shall be in addition to the County's right to receive and review the various financial information described in Section 4.2 above with respect to the annual "true up" and budget process.

(b) Subject to the limitations set forth herein (and in Section 4.2 above), County shall have the right to have an independent third-party auditor acceptable to both LAPA and County review the Financial Records and the Allocated Expenses for the sole purpose of confirming that such records are accurate. County acknowledges that it shall have no right to receive or review LAPA's underlying records relating to the Allocated Expenses (as per Section 4.2 above), but LAPA shall nevertheless be required to make such records available to such independent auditor on a confidential basis in order to complete such review; provided, however, nothing herein shall obligate LAPA to create any ledgers, schedules or similar financial records that do not then exist for such review, and County acknowledges that such financial records may include documents used by LAPA to true-up the actual Direct Operating Costs and Gross Revenue each Lease Year and/or a single line-item for an Allocated Expense with a percentage allocation to the Property). County shall be solely responsible for the cost of such independent review, and shall only be permitted to exercise such right once per Lease Year.

## ARTICLE 9

### TAXES

#### 9.1 Taxes.

LAPA shall pay all taxes of whatever character that may be levied or charged upon LAPA's Equipment, and all other property on the Property or upon LAPA's operations hereunder, including, without limitation, any amusement tax, excise tax, sales tax or other tax, whether the same is computed as a percentage of ticket price or in some other manner. LAPA shall also obtain and pay for all other licenses or permits necessary or required by law for the conduct of its operations hereunder.

#### 9.2 Contesting Taxes.

LAPA shall have the right to contest the amount of any assessment imposed against the Property or the possessory interest therein; provided, however, the entire expense of any such contest (including interest and penalties which may accrue in respect of such taxes) shall be the responsibility of LAPA; and provided further, LAPA shall pay under protest such assessment pending the outcome of such proceedings so long as (a) neither the tax parcel, the Property, the Improvements, County's Equipment or any interest of County therein are in danger of being forfeited, (b) there is no fee or penalty imposed against County as a result thereof, or (c) such protest does not constitute a crime or offense punishable by fine or imprisonment. County shall not be required to join in any proceedings to contest any assessment unless the provisions of any law, rule or regulation require such proceedings to be brought by or in the name of the County, in which event the County shall join in such proceedings or permit the same to be brought in its name. LAPA will defend, indemnify and save harmless County and the County Indemnified Parties from any claims related to such proceedings in accordance with Section 16.1 below.

#### 9.3 Statutory Disclosure.

**In accordance with Section 107.6 of the California Revenue and Taxation Code, LAPA is specifically informed, and hereby acknowledges and agrees, that the Property and any fixtures, equipment, or other improvements installed or constructed thereon may be subject to possessory interest taxes and assessments, and that such taxes and assessments, if applicable, shall be paid by**

**LAPA prior to delinquency. LAPA shall include a statement in all Permitted Licenses and any documents evidencing a Lease Transfer to the effect that the interests created therein are derived from LAPA's interest under this Lease and that LAPA's interest may require the payment of a possessory interest tax.**

## **ARTICLE 10** **ALTERATIONS**

### **10.1 Alterations.**

LAPA shall not make any permanent alterations, improvements, additions, or utility installations (other than cabling for telephone or computer installations) in or about the Property which are not otherwise contemplated by an Approved Budget (collectively "**Alterations**") other than in conformity with this Section. LAPA shall give written notice of every Alteration to the Director prior to commencing work thereon. No Alteration (a) to a structure or feature listed in the Ford Design Guidelines as "contributing historic structures or features", or (b) with estimated hard construction costs in excess of \$50,000 in the aggregate in any twelve-month period (which amount shall be subject to review and amendment each five (5) years through good faith negotiations between Director and LAPA, taking into consideration the CPI Adjustment and any other relevant factors) (a "**Major Alteration**") shall be undertaken without the written consent of the County, acting through the Director, in each instance. In granting such consent, Director may request that LAPA submit sufficient detail regarding cost estimates, proposed time schedules and proposed funding for the Major Alteration and may require delivery and approval of plans, major contracts, environmental documentation and other similar information. The Director may require that major contractors performing any Major Alteration be bonded with performance and/or payment bonds. The Director may require that licensed architects and engineers prepare plans for any Major Alteration for approval. The Director may determine, on behalf of County, if any Major Alterations are required to receive prior approval by the Board of Supervisors. County consent to a Major Alteration, if given, shall include a prior review of any new environmental documentation, as required, and a requirement for a finding of consistency with the Ford Design Guidelines. LAPA shall provide County with a set of "as built" plans relating to any Alteration when the work is complete.

### **10.2 Funding.**

Unless otherwise approved by the Director in writing, all funds for the costs of any proposed Alteration shall be solely the responsibility of LAPA or may be paid from the Ford Improvement Account in accordance with the terms of this Lease. The Director agrees to consult with LAPA, as requested, with regard to the feasibility of public-assisted financing methods in connection with any proposed Alteration.

### **10.3 Construction Meetings.**

LAPA shall maintain responsibility for conducting regularly scheduled site inspections and job meetings with respect to all Alterations. Documentation of such meetings shall be maintained by LAPA and be available for review by County staff.

### **10.4 Compliance With All Laws and Building Codes.**

LAPA shall comply with and require its contractors to comply with all Legal Requirements in connection with any Alterations (subject to Section 14.1). LAPA shall be responsible for the cost of compliance with the California Environmental Quality Act in connection with any such Alterations.

**ARTICLE 11**  
**DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS**

In the event of the occurrence of any casualty resulting in substantial damage to or the destruction of all or a material portion of the Improvements, LAPA shall restore the Improvements to the extent that there are sufficient insurance proceeds from the insurance required in this Lease available for such restoration, and LAPA shall be responsible for the payment of any deductibles associated therewith as a Direct Operating Cost. The parties agree that if the destruction is from a risk not covered by insurance, and the parties agree that the damage is so material that: (a) the Ford can no longer be used for its intended purpose as an entertainment venue, (b) the ability of LAPA to operate and manage the Property will thereafter be materially and adversely affected, or (c) the cost to repair the same would result in materially increased Total Operating Costs and County is unwilling or unable to provide additional funding to offset the cost of such repairs, County or LAPA may, in its discretion, terminate this Lease without liability for damages of any kind to the other party, or to LAPA's Permitted Licensees, licensees or concessionaires. In County's discretion, required restoration may be accomplished either by LAPA or by separate agreement by County, which will contemplate the source of funds for such restoration. LAPA and County shall cooperate in any restoration, including vacating structures as necessary and removing items of inventory, equipment or improvements as reasonably required for such restoration period. During the course of the restoration of all or any portion of the Improvements, it is agreed that LAPA shall be excused from its obligations hereunder to the extent the Entertainment Space is not suitable for Events.

**ARTICLE 12**  
**TAKINGS**

**12.1    Total Taking.**

In case of a Taking of all of the Property, or such a substantial portion of the Property that the part of the Property remaining after such Taking (even if a restoration were undertaken) would be unsuitable or economically unfeasible, as mutually agreed after the parties' good faith consultation with the other, for use as a entertainment venue, then this Lease shall terminate as of the date title vests in the condemning authority or the date the condemning authority is entitled to possession, whichever first occurs. Any Taking of the Property of the character referred to in this Section is referred to herein as a "**Total Taking.**" Awards and other payments on account of a Taking, less costs, fees and expenses incurred in the collection thereof ("Net Awards") shall be applied to restoration of the Property, or if the Taking is a Total Taking, to County in accordance with applicable law. The award will be apportioned between the parties in accordance with applicable law, with each party to bear its own cost of litigation.

**12.2    Partial Taking.**

In the event of any Taking of the Property other than a Total Taking (a "**Partial Taking**"), (a) this Lease shall remain in full force and effect (and the Term shall not be reduced or affected) as to the portion of the Property remaining immediately after such Partial Taking, and (b) to the extent Net Awards, if any, granted to both County and LAPA shall be sufficient for the purpose, in County's discretion, LAPA in cooperation with County, or by separate agreement, County in cooperation with LAPA, shall use such Net Awards to commence and complete within a reasonable period of time, subject to permitted delays as a result of Force Majeure Events, restoration of the Property as nearly as possible to the value, condition and character thereof immediately prior to such Partial Taking.

**ARTICLE 13**  
**COMPLIANCE WITH ENVIRONMENTAL LAWS**

**13.1 Parties' Covenants.**

Neither County nor LAPA shall ever cause or permit, with such party's actual knowledge, any Hazardous Material to be placed, held, located, used or disposed of on, under or at the Property or any part thereof or disposed of or discharged from the Property into the atmosphere, soil or any watercourse, body of water or wetlands, at any time during the Term of this Lease, except to the extent placed or used on the Property in the manner permitted by Legal Requirements. For purposes of this Lease, the term "**Hazardous Material**" means any material or substance defined as a hazardous, toxic or dangerous substance, waste or material in any Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect (collectively referred to herein as "**Environmental Laws**").

**13.2 Violation of LAPA's Covenant.**

If LAPA causes or, with LAPA's actual knowledge, permits any Hazardous Material to be placed, held, located, used or disposed of on, under or at the Property in violation of LAPA's covenant set forth in Section 13.1 above, LAPA shall contain, abate or control such Hazardous Material and, if necessary, remove and dispose of same in a manner reasonably approved in advance by County and in accordance with all applicable Environmental Laws and Legal Requirements. If LAPA fails to undertake such action within (a) sixty (60) days after LAPA's receipt of written Notice from County requiring LAPA to undertake such action (or such longer period as reasonably may be required, provided LAPA is diligently attempting to complete such action), or (b) such shorter period as may be required by any Environmental Law or Legal Requirement, County may (but shall not be obligated to) cause such action to be taken by a third party contractor or contractors after giving LAPA at least ten (10) business days' Notice of its intention to do so, and the amount of any cost, expense or expenditure therefor shall be paid immediately by LAPA. Any work which County causes to be performed pursuant to clause (b) above shall be performed in a manner reasonably approved in advance by County. If County makes any payment or incurs any costs or expenses in connection therewith, such amounts, together with interest thereon from the date paid by such party, shall be payable by LAPA on demand to the party making such payment or incurring such costs or expenses.

**13.3 Violation of County's Covenant.**

If County causes or, with County's actual knowledge, permits any Hazardous Material to be placed, held, located, used or disposed of on, under or at the Property in violation of County's covenant set forth in Section 13.1 above, County shall contain, abate or control such Hazardous Material and, if necessary, remove and dispose of same in accordance with all applicable Environmental Laws and Legal Requirements.

**13.4 LAPA's Indemnification.**

LAPA hereby indemnifies County and agrees to defend and hold County and the County Indemnified Parties harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims which at any time or from time to time may be paid, incurred or suffered by, or asserted against, County for, with respect to or as a direct or indirect result of, the violation by LAPA of its covenant contained in Section 13.1 above.

### **13.5 County's Indemnification.**

County hereby indemnifies LAPA and agrees to defend and hold LAPA harmless from and against any and all loss, liability, damages, injuries, costs, and expenses which at any time or from time to time may be paid, incurred or suffered by, or asserted against, LAPA for, with respect to or as a direct or indirect result of, the violation by County of its covenant contained in Section 13.1 above.

### **13.6 Survival.**

LAPA's and County's liability for the undertakings and indemnifications set out in this Article shall survive the termination of this Lease.

## **ARTICLE 14**

### **COMPLIANCE WITH LEGAL REQUIREMENTS AND INSURANCE REQUIREMENTS**

#### **14.1 Compliance with Legal Requirements.**

LAPA shall use, operate and maintain the Property in compliance with all Legal Requirements except that nothing in this Lease shall require LAPA to make structural changes to the Improvements to comply with any existing or future Legal Requirements.

#### **14.2 Compliance with Insurance Requirements.**

Neither County nor LAPA, in connection with the exercise of its rights or the performance of its obligations hereunder, shall permit to be done any act or thing upon the Property which would invalidate or be in conflict with the terms of any fire and/or casualty insurance policies covering the Property, including the fixtures and personal property thereon. Each of County and LAPA shall comply or cause compliance with all present and future Insurance Requirements, and neither shall knowingly do or permit to be done in or upon the Property, or bring or keep anything therein or use the same in any manner, which could result in the denial of such fire and casualty insurance coverage. LAPA's good faith noncompliance with an Insurance Requirement during its contest thereof shall not be deemed a breach of this Lease, provided that LAPA shall prosecute such contest in good faith and with due diligence to a final determination. Such right to contest applies only to the requirements imposed by insurers under insurance policies, and does not apply to the requirements relating to insurance referred to under Article 17 hereof.

## **ARTICLE 15**

### **UTILITIES**

LAPA, at its sole cost and expense but subject to the appropriations described in Section 4.2, shall contract directly with providers for all utilities and services serving the Property. LAPA shall pay or cause to be paid when due directly to the applicable utility or other service provider all charges for gas, water, sewer, electricity, heat, power, telephone, television or other communication services, and all other utilities or services used, rendered or supplied to, upon or in connection with the Property. For the avoidance of doubt, LAPA shall be responsible, at its sole cost and expense, for all deposits, installation costs, meter deposits and service charges relating to such utilities and services. LAPA shall officially change all utilities to its name prior to the Commencement Date of this Lease, so as to ensure that all bills for utility services rendered at the Property are delivered directly to the Property. In the event LAPA fails to timely assume responsibility for utilities as set forth herein, County shall invoice LAPA for actual charges along with a monthly \$100 processing fee, which amount shall be payable by LAPA immediately upon receipt of such invoice.

## ARTICLE 16 INDEMNIFICATION

### 16.1 LAPA Indemnity.

LAPA shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees and agents ("**County Indemnified Parties**") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LAPA's, or any LAPA agent's, contractor's, employee's, sublessee's, licensee's, permittee's, invitee's, successor's and/or assignee's, acts and/or omissions arising from and/or relating to this Lease and its use of the Property and including, but not limited to, liability arising out of or with respect to any copyright infringement or claims by any parties to any performance contracts or other contracts entered into by LAPA with respect to the Ford, providing such liability is not due to the sole negligence or willful misconduct of County. This indemnity shall apply to all activities and operations at, on or from the Property that relate to LAPA's use, including, but not limited to, ingress, egress and parking. The foregoing is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried under this Lease.

### 16.2 County Indemnity.

County shall indemnify, defend and hold harmless LAPA, its elected and appointed officers, employees and agents ("**LAPA Indemnified Parties**") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's, or any County agent's, contractor's, employee's, licensee's, successor's and/or assignee's, acts and/or omissions arising from and/or relating to this Lease but only to the extent such acts and omissions constitute the sole negligence or willful misconduct of County.

### 16.3 Survival.

LAPA's and County's liability for the undertakings and indemnifications set out in this Article shall survive the termination of this Lease.

## ARTICLE 17 INSURANCE

### 17.1 Insurance.

Without limiting LAPA's indemnification of County and during the Term of this Lease, LAPA shall provide and maintain the following insurance:

(a) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County and the County Agents as additional insureds, with limits of not less than the following:

(i)	General Aggregate:	\$10 million
(ii)	Products/Completed Operations Aggregate:	\$10 million
(iii)	Personal and Advertising Injury:	\$5 million

(iv) Each Occurrence: \$5 million

(b) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of LAPA's use of autos pursuant to this Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable. LAPA also shall provide Garagekeeper's Legal Liability coverage, (written on ISO form CA 99 37 or its equivalent) with limits of not less than \$3 million for this location.

(c) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which LAPA is responsible (and, if applicable to LAPA's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law), and including Employers' Liability coverage, with limits of not less than the following:

(i) Each Accident: \$1 million

(ii) Disease – policy limit: \$1 million

(iii) Disease – each employee: \$1 million

(d) Commercial Property insurance, which:

(i) shall cover damage to County's property, including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30) excluding earthquake and including Ordinance or Law Coverage;

(ii) shall be written for the full replacement value of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less; and

(iii) proceeds shall be payable to LAPA and County as their interests may appear and be utilized for repair and restoration of the Property.

(e) Liquor Liability insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) shall be provided and maintained by the Lessee at all times when the distribution or service of alcoholic beverages occurs on the Property, with limits of not less than \$5 million per occurrence and \$10 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Lease, or replacement coverage shall be maintained until such time.

(f) Construction insurance meeting County's then-required construction insurance requirements at such time as LAPA performs any Alterations and/or other construction on the Property, which may include, without limitation, Builder's Risk Course of Construction insurance, General Liability insurance, Automobile insurance, Professional Liability insurance, Workers Compensation and Employers' Liability insurance, Asbestos Liability/Contractors Pollution Liability Insurance and/or Performance Security requirements.

The foregoing minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other contractual obligation imposed upon LAPA pursuant to this Lease. County in no way warrants that the Required Insurance is sufficient to protect LAPA for liabilities which may arise from or relate to this Lease. Such insurance shall be primary

to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at LAPA's own expense. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LAPA coverage.

**17.2 Waivers of Subrogation.**

To the fullest extent permitted by law, LAPA hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this Lease. LAPA shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**17.3 Evidence of Insurance.**

(a) Certificate(s) of insurance coverage (each, a "**Certificate**") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and the County Agents have been given Insured status under LAPA's General Liability policy, shall be delivered to County at the address shown below prior to the Commencement Date.

(b) Renewal Certificates shall be provided to County not less than five (5) days prior to LAPA's policy expiration dates. County reserves the right to obtain complete, certified copies of any required LAPA insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of LAPA set forth in the preamble to this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Twenty-Five Thousand Dollars (\$25,000), and list any County required endorsement forms.

(d) Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by LAPA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(e) Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles  
Department of Parks & Recreation  
1000 S. Fremont Avenue  
Alhambra, California 91803  
Attention: Director  
Facsimile Number: (213) 738-6444

**17.4 Additional Insured Status and Scope of Coverage**

County, its Special Districts, elected officials, officers, agents, attorneys, employees and volunteers (collectively, the "**County Agents**"), shall be provided additional insured status under LAPA's and any Permitted Licensee's General Liability policy with respect to liability arising from or connected with the LAPA's or such Permitted Licensee's acts, errors, and omissions arising from and/or

relating to the LAPA's or such Permitted Licensee's operations on and/or its use of the Property. County's additional insured status shall apply with respect to liability and defense of suits arising out of LAPA's or such Permitted Licensee's acts or omissions, whether such liability is attributable to LAPA, to such Permitted Licensee or to County. The full policy limits and scope of protection also shall apply to County as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**17.5 Review of Insurance Requirements.**

Throughout the Term of this Lease and upon Notice to LAPA, County, acting through the CEO and its risk manager, may review and adjust at any time the types and limits of insurance required under this Lease to a commercially reasonable level.

**17.6 Cancellation of or Changes in Insurance**

LAPA shall provide County with, or LAPA's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of County, upon which County may suspend or terminate this Lease.

**17.7 Failure to Maintain Coverage.**

LAPA's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may suspend or terminate this Lease. County, at its sole discretion, may obtain damages from LAPA resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to LAPA, pursue LAPA reimbursement.

**17.8 Insurer Financial Ratings.**

The insurance LAPA is required to maintain under this Lease shall be provided by an insurance company authorized to do business in California and acceptable to County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

**17.9 Deductibles and Self-Insured Retentions.**

LAPA's policies shall not obligate County to pay any portion of any LAPA deductible or self-insured retention ("SIR"). County retains the right to require LAPA to provide a bond guaranteeing LAPA's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**17.10 Claims Made Coverage.**

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. LAPA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

17.11 Application of Excess Liability Coverage.

LAPA may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

17.12 Separation of Insureds.

All liability policies that LAPA is required to maintain pursuant to this Lease shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

17.13 Notification of Incidents, Claims or Suits.

LAPA shall report to County any accident or incident relating to services performed under this Lease which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LAPA and/or County. Such report shall be made in writing within 72 hours of LAPA's knowledge of such occurrence.

17.14 Compensation for County Costs.

In the event that LAPA fails to comply with any of the indemnification or insurance requirements of this Lease, and such failure to comply results in any costs to County, then in addition to any rights and remedies hereunder available to County in connection with such breach, LAPA shall pay full compensation for all reasonable costs incurred by County.

17.15 Flood Insurance.

If County elects to obtain commercial flood insurance for the Property in the future, LAPA will, at no cost or expense to LAPA, reasonably cooperate with County in connection with the same, and will obtain such insurance on the County's behalf; provided, however, that County shall be solely responsible for the cost and expense of such insurance and shall provide funds to LAPA sufficient to cover the cost thereof, which funds shall be in addition to those provided to LAPA in connection with County's funding obligation set forth in Section 4.2 above.

ARTICLE 18  
LEASE TRANSFER

18.1 Consent Requirement for Lease Transfer.

LAPA acknowledges that County is entering into this Lease with LAPA in reliance on LAPA's unique and extensive expertise in operating, managing and maintaining entertainment venues such as the Ford. Accordingly, except as otherwise provided in this Article, no Lease Transfer shall be valid without the prior written consent of the Director, which consent may be granted or withheld in the Director's sole and absolute discretion. For the purposes of this Lease, the term "**Lease Transfer**" shall mean any assignment, sublease, license agreement, concession agreement, management agreement, mortgage, deed of trust, pledge, encumbrance or any other agreement or instrument (together with any amendment or other modification thereto) pursuant to which LAPA attempts to transfer to any other person any interest in the Property or any portion thereof, or any right to use or occupy the Property or any portion thereof. Any Lease Transfer (including, for the avoidance of doubt and without limitation, any amendment or other modification thereof), in violation of this Article shall be void and of no effect.

## 18.2 Permitted Licenses.

(a) Notwithstanding anything to the contrary in Section 18.1 above, with the prior written consent of the Director, which consent shall not be unreasonably withheld, conditioned or delayed, LAPA shall have the right to license the use of the Entertainment Space to other parties for the purpose of presenting Events (a "Permitted License"), subject to the terms and conditions set forth below; provided, however, that LAPA shall separately have the right to license the use of the Entertainment Space for up to ten (10) community-based Events per Lease Year, which licenses shall not be subject to the Director's approval but shall nevertheless be subject to the notification requirements set forth in Section 18.2(b) below (i.e., LAPA shall be required to provide the Director with prior written notice thereof in each instance, and such notice shall include the information set forth clauses (i)-(v) of Section 18.2(b) below). A holder of a Permitted License may be referred to herein as a "Permitted Licensee". Each Permitted Licensee shall be entitled to receive in connection with its performances all of the services which are to be provided under this Lease to LAPA in connection with Events presented by LAPA. LAPA may not, however, use Permitted Licensees to fulfill its obligations under Section 6.5 hereof.

(b) Subject to Section 18.2(a) above, if LAPA desires to enter into a Permitted License or any amendment or other modification thereto, then at least thirty (30) days (but no more than ninety (90) days) prior to the proposed effective date of the same in each instance, LAPA shall submit to the Director and the Office of the County Supervisor's for the Third District a written request for County's consent (a "Request for Consent"), which shall include:

- (i) the full legal name of the proposed Permitted Licensee;
- (ii) a description of the Event for which the Permitted Licensee intends to use the Property;
- (iii) the anticipated effective date of the proposed Permitted License;
- (iv) evidence reasonably acceptable to the Director that the Permitted Licensee has named County and the County Agents as additional insureds under such Permitted Licensee's General Liability policy, in accordance with Section 17.4 above;
- (v) an unredacted draft of the proposed Permitted License (or amendment or other modification thereto being proposed); and
- (vi) such other information and materials as the Director may in good faith request (provided, that if the Director requests such additional information or materials, the Request for Consent shall not be deemed to have been received until the Director receives such additional materials).

Director shall provide written notice of its approval or disapproval of the proposed Permitted License within ten (10) business days following the Director's receipt of the complete Request for Consent; provided, however, that if the Director disapproves any proposed Permitted License, the Director's notice of the same to LAPA shall include an explanation for such disapproval.

(c) If LAPA intends to enter into any Permitted License which would be effective from and after the Commencement Date and which would grant to any Permitted Licensee the exclusive right to produce Events at the Ford for more than a one-month period in any Lease Year, then in addition to the requirements set forth in this Section 18.2 above, LAPA shall do so only after Notice is given to potentially interested parties of an opportunity to submit qualifications and proposals, and the criteria for selection for such Permitted License, in a competitive selection process similar to a Request for

Qualifications or a Request for Proposals. County shall be given prior notice of such process, and the Director and a County representative selected by the CEO shall be entitled to participate in the evaluation of submittals, and in any recommendation to LAPA, for such Permitted License along with other evaluators selected by LAPA, which shall include at least one evaluator selected by the Chair of LAPA's Board of Directors.

(d) Notwithstanding anything herein to the contrary, LAPA shall not advertise any Event for a Permitted Licensee until the Director has approved such Permitted Licensee in writing as set forth above. The foregoing restriction shall only apply to those Permitted Licenses that require Director's approval.

18.3 Restaurant/Concessions.

LAPA may enter into agreements, from time to time, with (a) caterers or restaurant operators for purposes of providing food and beverage services in the Café Facilities, and/or (b) if applicable, third parties with respect to the sales of merchandise in Retail Space. Such agreements and any material amendments thereto shall be subject to the prior written approval of the Director.

18.4 Additional Terms and Conditions.

LAPA shall, promptly following a request for the same, deliver to the Director unredacted copies of all executed agreements evidencing a Lease Transfer and/or Permitted License, as well as any amendments and/or modifications thereto. Furthermore, and for the avoidance of doubt, no Lease Transfer or Permitted License shall be for a term that equals or exceeds the then-current Term of this Lease.

18.5 No Waiver.

The consent by County to any Lease Transfer hereunder shall not in any way be construed to relieve the assigning party's permitted assignee from obtaining the consent in writing of County to any further Lease Transfer.

ARTICLE 19  
ENTRY BY COUNTY

County, and County's employees, agents and independent contractors may enter the Property at reasonable times to make reasonable inspections and/or carry out County's rights and obligations under this Lease; provided, however, that except in the event of an emergency or a security-related matter, County will not enter, and agrees to use reasonable efforts to cause its contractors and agents not to enter, the Entertainment Space in any manner that would interfere with any performance, or unnecessarily or unreasonably interfere with any rehearsal in the Entertainment Space.

ARTICLE 20  
EVENTS OF DEFAULT; TERMINATION

20.1 LAPA Events of Default.

Each of the following events ("**LAPA Events of Default**") shall constitute events of default hereunder by LAPA:

(a) Lease Transfer. If LAPA participates in any Lease Transfer that is not expressly permitted hereunder.

(b) Failure to Comply with Minimum or Maximum Number of Performances. If LAPA has failed to cause the Minimum Number of Performances, or exceeds the Maximum Number of Performances, to be held in compliance with Section 6.5.

(c) Failure to Perform. If LAPA shall fail to perform or comply with any of the terms or conditions hereof on LAPA's part to be performed or complied with hereunder and such non-performance or noncompliance shall continue for a period of thirty (30) days after written Notice from County or, if such performance cannot reasonably be completed (it being agreed that money payments must be made) within such thirty (30) day period, subject to permitted delays as a result of a Force Majeure Event, LAPA shall not have commenced such performance in good faith within such thirty (30) day period or shall not diligently and continuously proceed therewith to completion of such performance, within a reasonable period after its receipt of such written Notice.

(d) Failure to Make Monetary Payment. If LAPA shall fail to duly and punctually pay any payments required of LAPA hereunder as required hereunder when due within ten (10) days after Notice from County of non-payment thereof.

(e) Liens. If any lien is filed against the Property because of any act or omission of LAPA and is not removed within thirty (30) days after the filing thereof.

## 20.2 County Remedies.

(a) Termination. At any time that a LAPA Event of Default shall have occurred and be continuing, County, acting through the Board of Supervisors, shall have the right to terminate this Lease by giving Notice of such termination to LAPA, which Notice shall specify the LAPA Event of Default claimed and the date for termination, and upon such date this Lease and LAPA's leasehold estate and right to possession of the Property under this Lease shall terminate, as if the date of termination were the Expiration Date of the Term.

(b) County's Right to Cure. At any time that an LAPA Event of Default shall have occurred and be continuing, County may, if it so desires in County's sole and absolute discretion and without any obligation whatsoever to do so, perform or cause to be performed any of LAPA's unperformed obligations hereunder except, however, County shall not perform or present any concerts under, or otherwise use in any way, the name of LAPA. County may enter the Property for the purpose of correcting or remedying any LAPA Event of Default and remain therein until such LAPA Event of Default has been corrected or remedied, but such performance by County shall not be deemed either to waive or release or excuse any LAPA Event of Default or the right of County to take any action provided herein or permitted by law in the case of such LAPA Event of Default. The amount of any cost, expense or expenditure incurred by County in connection therewith together with Interest thereon from the date paid by County shall be reimbursed by LAPA to County on demand. In addition, at any time that a LAPA Event of Default shall have occurred and be continuing, County may request in writing a written report from LAPA concerning all of its debts and obligations, financial status and prospective income.

(c) Suit for Damages. At any time that any LAPA Event of Default shall have occurred and be continuing, County may sue to recover from LAPA any and all damages necessary to compensate County for the detriment proximately caused by LAPA's failure to perform its obligations under this Lease, including, without limitation (a) all amounts payable hereunder which are due, owing and unpaid by LAPA to County at the time any such suit is brought, including, without limitation, recovering the cost

incurred by County of performing LAPA's obligations in default hereunder, and (b) in the case of termination, such costs and expenses as County may incur in recovering possession of the Property, removing persons or property therefrom, and in connection with the appointment of and the performance by a receiver to protect the Property. Suit or suits for the recovery of any deficiency or damages may be brought by County from time to time at County's election.

(d) Remedies Cumulative. At any time that a LAPA Event of Default shall have occurred and be continuing, County shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided. The provision in this Lease for any remedy shall not preclude County from exercising any other remedy at law or in equity upon the occurrence of a LAPA Event of Default hereunder, and the rights and remedies given to County in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by County, shall be deemed to be in exclusion of any other right or remedy provided herein, by law or equity, or pursuant to any other agreement between County and LAPA.

#### 20.3 County Event of Default.

It shall constitute an event of default hereunder by County and a breach of this Lease if County shall fail to perform or comply with any of the terms or conditions hereof on County's part to be performed or complied with and such non-performance or noncompliance shall continue for a period of thirty (30) days after Notice from LAPA or, if such performance (other than any performance involving the payment of money) cannot reasonably be completed within such thirty (30) day period, subject to permitted delays as a result of a Force Majeure Event, County shall not have commenced such performance in good faith within such thirty (30) day period or shall not diligently and continuously proceed therewith to completion of such performance, within a reasonable period after its receipt of such Notice.

#### 20.4 LAPA's Remedies.

(a) LAPA's Right to Cure. Subject to any applicable conditions and limitations set forth elsewhere in this Lease, at any time that a County Event of Default shall have occurred and be continuing, LAPA may, if it so desires in LAPA's sole and absolute discretion and without any obligation whatsoever to do so, perform or cause to be performed any of County's unperformed obligations hereunder. Such performance by LAPA shall not be deemed either to waive or release any County Event of Default or the right of LAPA to take any action provided herein in the case of such default. The amount of any cost, expense or expenditure incurred by LAPA in connection therewith and as a result of a County Event of Default together with interest thereon from the date paid by LAPA shall be payable by County to LAPA on demand.

(b) Suit for Damages. At any time that a County Event of Default shall have occurred and be continuing, LAPA may sue to recover from County any and all damages necessary to compensate LAPA for the detriment proximately caused by County's failure to perform its obligations under this Lease.

(c) Remedies Cumulative. In the event of a breach of this Lease by County, LAPA shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided. Except as expressly provided herein (including Section 20.4(d) below), the provision in this Lease for any remedy shall not preclude LAPA from any other remedy at law or in equity, and the rights and remedies given to LAPA in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by LAPA shall be deemed to be in exclusion of any other right or remedy provided herein, by law or equity.

(d) No Additional Termination Right. Notwithstanding the foregoing or anything in this Lease to the contrary, LAPA shall have no right to terminate this Lease other than in those specific circumstances expressly provided for in this Lease, if at all.

20.5 Cross-Termination. In the event that the Bowl Lease is terminated prior to its natural expiration in accordance with the terms and conditions thereof, either party shall have the right to terminate this Lease upon one hundred eighty (180) days' prior written notice to the other party hereunder.

## ARTICLE 21 501(c)(3) ORGANIZATION

LAPA and any successor or permitted assignee of LAPA shall be and remain a 501(c)(3) Organization at all times during the Term. LAPA hereby represents that it is a 501(c)(3) Organization as of the Commencement Date, and covenants that it (a) will take all actions required to maintain its status as a 501(c)(3) Organization at all times during the Term, and (b) will not take any actions at any time during the Term that would threaten its status as a 501(c)(3) Organization.

## ARTICLE 22 ESTOPPEL CERTIFICATES

Each party will execute, acknowledge and deliver to the other party within ten (10) business days after a written request therefor, a certificate signed by an authorized officer of LAPA or County, as applicable, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), and (b) (i) in the case of such a certificate delivered by LAPA, that no Notice has been (x) given by LAPA of any County Event of Default which has not been cured, or (y) received by LAPA of any LAPA Event of Default which has not been cured, except defaults specified in said certificate and that, to LAPA's knowledge, there are then existing no facts which, with the passage of time or delivery of Notice, or both, would constitute a County Event of Default or a LAPA Event of Default hereunder, or (ii) in the case of such a certificate delivered by County, that no Notice has been (xx) given by County of any LAPA Event of Default which has not been cured, or (yy) received by County of any County Event of Default which has not been cured, except defaults specified in said certificate and that, to County's knowledge, there are then existing no facts which, with the passage of time or delivery of Notice, or both, would constitute a LAPA Event of Default or a County Event of Default hereunder.

## ARTICLE 23 END OF TERM

### 23.1 Personal Property.

Upon the Expiration Date or earlier termination of this Lease, LAPA shall peaceably and quietly quit, surrender and yield up the Property to County in good order and condition, ordinary wear and tear excepted, free and clear of all lettings, occupancies, liens or encumbrances, with all of LAPA's Personal Property (as defined below) removed. All personal property, fixtures and equipment owned by LAPA, placed by LAPA on or in the Property, and used by LAPA in the conduct of its operation, management and/or maintenance of the Ford (including, without limitation, LAPA's Equipment, but specifically excluding County's Equipment) (collectively, "**Personal Property**") shall be and remain LAPA's sole property, and shall not become a part of the realty. If LAPA fails to remove all of its Personal Property from the Property by the expiration or earlier termination of the Term, all such Personal Property shall be deemed abandoned and shall, at County's option, become the property of County, and County may retain or remove same from the Property and dispose of all or any portion of such property, in which latter event

LAPA shall, upon demand, pay to County the actual expense of such removal and disposition together with the cost of repair of any and all damage to the Property resulting from or caused by such removal. LAPA hereby waives any and all rights it may have under California Civil Code Sections 1980 through 1993.09 and any successor statutes. LAPA shall pay, prior to delinquency, any taxes and assessments that may be assessed or levied on or against any of LAPA's Personal Property placed on or in the Property.

**23.2 Transfer of Accounts and Rights.**

Within thirty (30) days following the expiration or earlier termination of the Term, LAPA shall deliver to County: (a) all funds remaining in the Ford Improvement Account as of the expiration or earlier termination of the Term, and (b) all documents necessary, and take all commercially reasonable actions necessary, to transfer all of LAPA's and its Affiliates' right, title and interest, if any, in all intellectual property related to the Property (including, without limitation, copyrights, trademarks, domain names, websites, social media accounts, etc.), in each case, free and clear of any liens, encumbrances, claims or litigation (other than those created by County or with County's written approval).

**23.3 Survival.**

LAPA's obligations under this Article 23 shall survive the expiration or earlier termination of the Term.

**ARTICLE 24  
NOTICES**

Any Notice, demand, request, consent, approval or communication (each of which is herein referred to as a "Notice") which either party desires or is required or permitted to give or cause to be given to the other shall be in writing and shall be delivered or addressed to such other party at the address set forth below or to such other address as that party may from time to time direct by Notice given in the manner herein prescribed, and such Notice shall be deemed to have been given or made when communicated by personal delivery or by independent courier service (or when such delivery was refused) or by facsimile transmission, or if by mail then the earlier to occur of when actually received (or refused) or on the third (3rd) business day after the deposit thereof in the United States Mail in Los Angeles County, California, postage prepaid, registered or certified, addressed as hereinafter provided. All Notices shall be addressed as follows:

If to County: County of Los Angeles  
713 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012 Attention:  
Chief Executive Officer  
Facsimile Number: (213) 687-4822

With a copy to: County of Los Angeles  
648 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Attention: County Counsel  
Facsimile Number: (213) 626-7446

and: County of Los Angeles  
Department of Parks & Recreation  
1000 S. Fremont Avenue  
Alhambra, California 91803  
Attention: Director  
Facsimile Number: (213) 738-6444

and: County of Los Angeles  
821 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Attention: Supervisor, Third District  
Facsimile Number: (213) 625-7360

If to LAPA: Los Angeles Philharmonic Association  
151 South Grand Avenue  
Los Angeles, California 90012-3034  
Attention: President  
Facsimile Number: (213) 617-3065

## ARTICLE 25 GENERAL PROVISIONS

### 25.1 Modification and Amendment.

No statement, action or agreement hereafter made shall be effective to amend, waive, modify, discharge, terminate or effect an abandonment of this Lease in whole or in part unless such agreement is (a) in writing, and (b) signed by the party against whom such amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

### 25.2 Successors and Assigns.

Except as specifically set forth herein, the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

### 25.3 Table of Contents and Section Headings.

The table of contents and Article and Section headings are inserted herein only for convenience and are in no way to be construed as part of this Lease, or as indicative of the meaning of the provisions of this Lease or the intention of the parties, or as a limitation in the scope of the particular Articles or Sections to which they refer.

### 25.4 No Partnership or Joint Venture.

Nothing in this Lease shall be deemed to create a partnership or joint venture between the parties or to render either party liable in any manner for the debts or obligations of the other.

### 25.5 Exhibits.

All exhibits attached hereto and/or referred to in this Lease are incorporated herein as though set forth herein in full.

**25.6 Construction.**

The parties agree that each party and its counsel have reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any amendments or exhibits hereto.

**25.7 Governing Law.**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of California. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Lease invalid, unenforceable or unrecoverable under any applicable law.

**25.8 Counterparts.**

This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**25.9 Quiet Enjoyment.**

County covenants and agrees that upon LAPA's paying the Rent reserved herein and timely performing and observing all of the covenants and provisions of this Lease on LAPA's part to be performed and observed, LAPA shall peaceably and quietly enjoy the Property without disturbance by anyone claiming by or through County (subject to any Taking or Partial Taking and all Legal Requirements). Subject to the preceding sentence, County makes no warranty whatsoever with respect to title to the Property.

**25.10 County's Approvals and Consents.**

Except as otherwise expressly provided herein, all approvals and consents of County required pursuant to this Lease, including the approval of any amendment, modification or termination hereof, shall be valid if given or taken by the Director (or such other person as the Director may designate in a Notice delivered to LAPA by County) on behalf of County, and shall be deemed binding upon County.

**25.11 Limitation of Liability.**

No member, official or employee of either party shall be personally liable to any other party, or any successor in interest, in the event of any default or breach by County or LAPA or for the performance of any obligation or payment which shall become due or owing hereunder.

**25.12 No Waiver.**

No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights of either party with respect to any other then existing or subsequent breach.

**25.13 Third Party Beneficiaries.**

There are no third party beneficiaries of this Lease.

**25.14 Force Majeure.**

Subject to the conditions set forth in this Lease, the performance of either party's obligations hereunder shall not be deemed to be in default where delays or failure to perform are due to Force Majeure Events. The party claiming any such Force Majeure Event shall promptly notify the other party of the occurrence of such delay or failure to perform. Any extension of time for any Force Majeure Event shall be given only for the period of time commencing upon the date that such Force Majeure Event actually prevents the obligated party from performing its obligations hereunder, and ending when such Force Majeure Event ceases to prevent the obligated party from performing its obligations hereunder. Each party agrees to use reasonable efforts to minimize any such period of delay. Notwithstanding the foregoing, Force Majeure Events shall not extend any time periods set forth herein for the payment of any monetary obligation.

**25.15 Entire Agreement; Conflicting Provisions.**

This Lease sets forth all of the agreements, conditions and understandings between LAPA and County relating to the leasing of the Property by LAPA, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, expressed or implied, between the parties other than as set forth or referred to herein.

**25.16 Approvals and Consents.**

In any instance where the consent or approval of LAPA or County is required in this Lease, except as specifically provided to the contrary, such approval or consent shall be in writing and shall not be unreasonably withheld or delayed.

**25.17 Accessibility Disclosures.**

In compliance with its disclosure obligations under Section 1938 of the California Civil Code, County hereby notifies LAPA that, as of the Commencement Date, neither the Property nor any portion thereof, or any Improvements thereon, have been inspected by a Certified Access Specialist. As such, County hereby advises LAPA as follows:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

**25.18 No Financial Interest.**

(a) LAPA shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Lease (collectively, "**Conflict of Interest Laws**"). LAPA warrants that it is not now aware of any facts that would violate the Conflict of Interest Laws. If LAPA hereafter becomes aware of any facts that might reasonably be expected to violate Conflict of Interest Laws, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

(b) The prohibitions in Sections 25.18(a) above shall not prevent any officer, director or employee of LAPA from serving as an officer, director or employee of any non-profit corporation or association entering into a Permitted License with LAPA. However, at no time shall more than one-half of the members of the board of directors of LAPA be officers, directors or employees of any such non-profit corporations or associations.

#### **25.19 Solicitation of Consideration.**

(a) It is improper for any County officer, employee or agent to solicit consideration in any form from any party with whom County contracts including, without limitation, LAPA. LAPA shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this or any other lease. LAPA shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(b) LAPA hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. LAPA hereby agrees that if it violates any of the terms of this Section 25.19, then County may declare this Lease null and void, and County reserves the right to exercise any and all other remedies available under applicable law.

### **ARTICLE 26** **NON-DISCRIMINATION**

LAPA herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, physical handicap, medical condition, sex, marital status, sexual preference, national origin or ancestry in the leasing, subleasing, licensing, transferring, use, occupancy, tenure or enjoyment of the Property nor shall LAPA itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of LAPA, lessees, sublessees, subtenants, licensees or vendees in the Property. LAPA agrees to include in each sublease, license agreement and other contract entered into by it with respect to the Property, a covenant by the sublessee or other contracting party to the same effect as LAPA is obligated in the preceding sentence.

### **ARTICLE 27** **COUNTY RIGHT OF USE**

County may, without payment of rent or other consideration to LAPA, (a) at any time during the period commencing on November 1 and ending on March 31 of each Lease Year, and (b) no more than

five (5) times during the Season (upon mutually agreed dates), use the Entertainment Space, the Café Facilities and Parking Facilities for events for the County or for County purposes, at no cost or expense to LAPA; provided, that, County shall indemnify, defend and hold harmless the LAPA Indemnified Parties from any actual liability or damages incurred as a result of County's use thereof, excluding, however, any liability or damages to the extent resulting from the gross negligence or willful misconduct of any of the LAPA Indemnified Parties. Except as set forth in Article 27 of the Bowl Lease with respect to revenue generated by County's use of the Parking Facilities (which exception shall remain effective so long as the Bowl Lease remains in effect), any revenue received by County in excess of its expenses shall be retained by County and, for the avoidance of doubt, shall not be treated as Gross Revenue.

#### ARTICLE 28 MEDIATION

Any controversy hereunder (including, without limitation, any controversy or dispute with respect to the existence of a County Event of Default or LAPA Event of Default) which is not resolved by the parties shall be referred to non-binding mediation in accordance with the terms hereof prior to the commencement of any litigation with respect thereto. Either County or LAPA may initiate the mediation process by providing the other party the names of three potential mediators (each of whom shall be a retired Judge or an attorney at law practicing in Los Angeles County) and the other party shall propose an equal number of potential mediators within ten (10) business days thereafter. The parties shall, within five (5) business days thereafter jointly appoint a mediator from the six so suggested. The mediator so selected shall proceed to meet with LAPA and County and conduct the mediation within thirty (30) business days of his or her selection. The cost of such mediation shall be borne equally by County and LAPA.

#### ARTICLE 29 COMMUNITY OUTREACH

LAPA, in consultation with the Director, shall implement a community outreach program to, among other things, engage the neighboring community regarding its activities at the Property, receive feedback from community members relating to the Property, serve (and identify itself) as the primary contact for any complaints relating to the Property and use reasonable efforts to resolve any complaints received (provided, however, that LAPA will not be in default under this Lease as a result of any failure to resolve any such complaint so long as LAPA has used good faith efforts to do so). LAPA shall work collaboratively with the Director in connection with community relations.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first set forth above.

**LAPA:**

**LOS ANGELES PHILHARMONIC  
ASSOCIATION**, a California public  
benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY:**

**COUNTY OF LOS ANGELES**,  
a public body corporate and politic  
of the State of California

By: \_\_\_\_\_  
John Wicker, Director,  
Department of Parks and Recreation

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

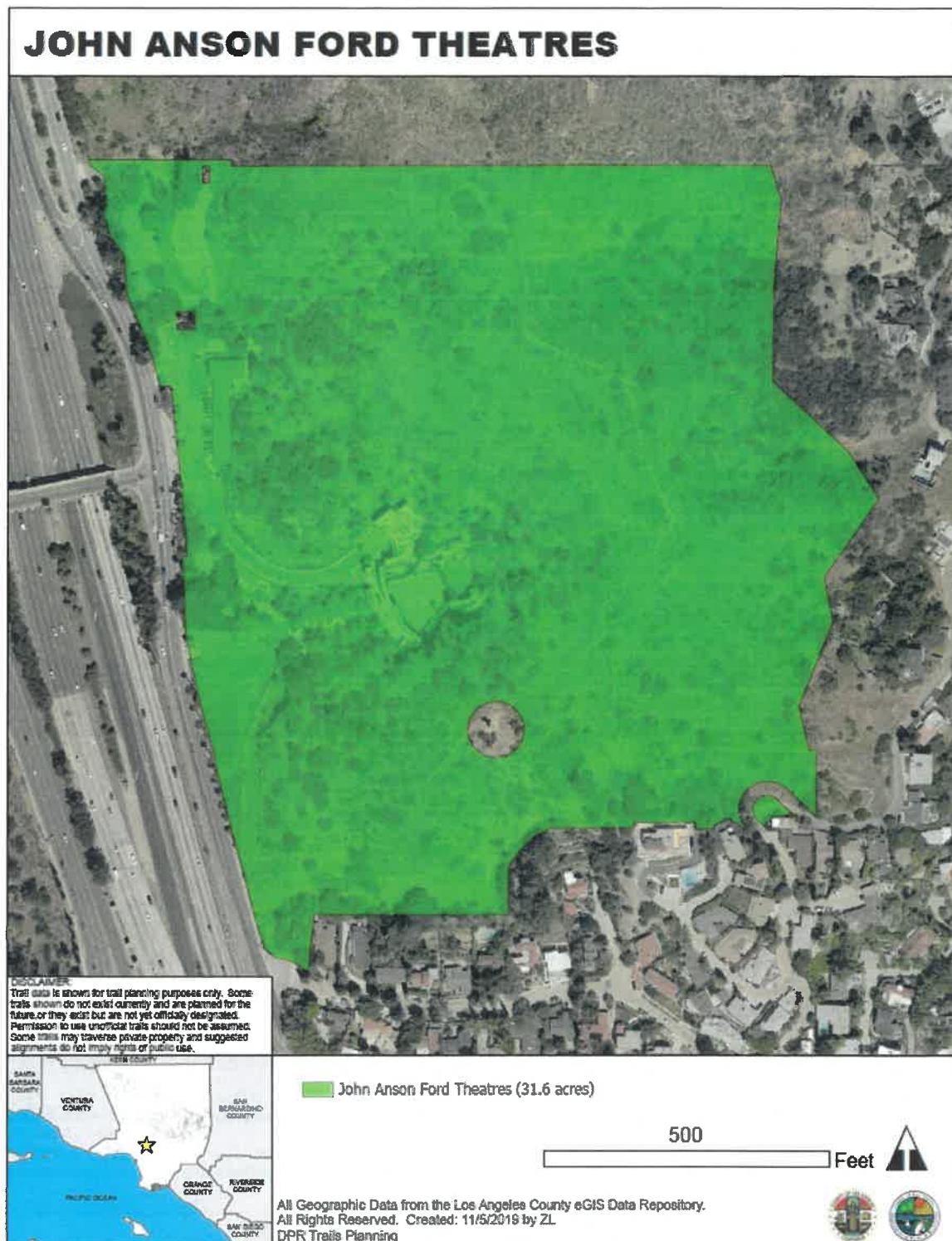
MARY C. WICKHAM

By: \_\_\_\_\_  
Thomas J. Faughnan,  
Senior Assistant County Counsel

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

By: \_\_\_\_\_  
Peter J. Breckheimer II, Partner

EXHIBIT A  
DEPICTION OF PROPERTY



## **EXHIBIT B**

### **LIST OF ENVIRONMENTAL DOCUMENTS**

- Ford Theatres Project, Final Environmental Impact Report, State Clearinghouse No. 2014021013, prepared for County of Los Angeles Department of Parks and Recreation by Matrix Environmental, dated September 2014

## EXHIBIT C

### INITIAL BUDGET

#### Performance & Events Revenue & Expense

<i>Number of Performances/Events</i>	<i>40</i>
<i>Average Ticket Price</i>	<i>\$42.00</i>
<i>Ticket Units Sold</i>	<i>35,000</i>
 Ticket Revenue	 \$ 1,470,000
Box Office Service Fees	190,190
Concession and Retail, net	<u>150,000</u>
 Performance Revenue	 1,810,190
 Artistic	 777,200
Marketing	569,788
Operations	324,600
Production	<u>664,475</u>
 Performance & Event Expense	 2,336,063
 Net Performance & Event Deficit	 (525,873)

#### General Support Costs

Full-time Staff	(1,364,000)
Season Staff	(160,000)
Operations	(967,900)
Insurance	(220,000)
Contingency	<u>(300,000)</u>
 Total General Support Cost	 (3,011,900)

<b>Total Net Deficit</b>	<b>\$ (3,537,773)</b>
--------------------------	-----------------------

County subsidy	3,250,000
Amount contributed by LAPA to Ford	<u>287,773</u>
<b>Total Net Deficit, After Subsidy/Contributions</b>	<b>\$ -</b>

**EXHIBIT D**  
**CATEGORIES OF ALLOCATED EXPENSES**

## Ford Allocated Costs

- 1 Staff shared with Ford.
- 2 Insurance costs applicable to Ford under combined policies.
- 3 Programming and production costs, not specifically assigned to concerts, but shared
- 4 Shared marketing costs, including public relations, digital content, combined advertisi
- 5 Ticketing systems--Tessitura ticket processing infrastructure.
- 6 Accounting systems and accounts payable processing, financial reporting, and inform
- 7 Human Resources activities applicable to Ford staffing, including counseling, training,
- 8 General Counsel services applicable to Ford.
- 9 Office equipment, supplies, printing costs, and office services shared with Ford.
- 10 Shared vehicle and equipment costs.
- 11 IT support, help desk, maintenance of IT infrastructure, and technology contracts whi
- 12 Development fundraising support and Ford donor stewardship.
- 13 Shared mail services.
- 14 Payroll systems, processing, and time-keeping systems.
- 15 Shared supplies.
- 16 Training, outside of that provided by Human Resources, in 7., above.

**EXHIBIT E**  
**PRE-EXISTING PROGRAMMING COMMITMENTS**

ARTIST	TOTAL COSTS TO BE ASSUMED BY LAPA	NOTES
<b>1. Bandaloop</b>	<b>\$150,000</b> (For Bandaloop residency and performance fees, and production-related expenses)	<ul style="list-style-type: none"> <li>• Does not include \$50,800 residency fees, which have already been paid in full (Ford FY19 budget)</li> </ul>
<b>2. Acosta Danza &amp; Micaela Taylor</b>	<b>\$80,000</b> (For Acosta Danza rehearsal residency and performance fees, and production-related expenses)	<ul style="list-style-type: none"> <li>• Does not include \$24,000 commissioning fees, which have already been paid in full (Ford FY19 budget)</li> </ul>
<b>3. Versa Style</b>	<b>\$35,000</b> (For performance fees, and production-related expenses)	<ul style="list-style-type: none"> <li>• Does not include \$10,000 commissioning fees, which have already been paid in full (Ford FY19 budget)</li> </ul>

**EXHIBIT F**

**INVENTORY OF COUNTY'S EQUIPMENT**

**FORD THEATRE**  
**INVENTORY - INFORMATION TECHNOLOGY EQUIPMENT/ SOFTWARE**

#	QUANTITY	TAG NUMBER	DESCRIPTION	SERIAL NUMBER	ASSIGNED USER/LOCATION
1	1	8501	HP PC 6300	MXL3111D2J	cchang
2	1	8510	HP PC 6300	MXL3111D23	drobinson-patrick
3	1	10013	PRODESK 400	MXL6261S4V	Jpimentel
4	1	8509	HP PC 6300	mxl3160n7g	Swilliams
5	1	7325	DELL 755	BNNLBG1	abellew
6	1	7913	DELL 790	f361kq1	Kglann
7	1	9994	PRODESK 400	mxl6261s3d	Mmorris
8	1	10568	DELL 7050	7tmtmn2	OGarayEnglish
9	1	9997	PRODESK 400	MXL6261S3V	Shared
10	1	6984	DELL 760	DC84BK1	Georgia
11	1	8514	HP PC 6300	MXL3160N7L	Shared
12	1	7909	DELL 790	F35XJQ1	echauncy
13	1	7229	DELL 755	9QNLBG1	Shared
14	1	7303	DELL 755	7PNLBG1	Shared
15	1	7232	DELL 755	7NNLBG1	Shared
16	1	10026	PRODESK 400	MXL6261S3S	Amotiwalla
17	1	8504	HP PC 6300	mxl3111d2d	Ajensen
18	1	9578	DELL 22"	CN0KW14V7426157M138B	ATrowbridge
19	1	8029	DELL 19" WIDE	CN04MGYF742610490HUS	SKnowles
20	1	10969	DELL 22"	CN0V7JP5QDC0092E4FPI	PPayne
21	1	10254	DELL 22"	CN0V7JP5QDC0091432TI	Jruskin
22	1	10823	DELL 22"	CN0V7JP5QDC0091433KI	Jruskin
23	1	10971	DELL 22"	CN0V7JP5QDC0092E4HWI	Vgomez
24	1	9003	DELL 22"	CN0KW14V7426145E426L	LBremond
25	1	10892	DELL 22"	CN0V7JP5QDC0088c063YB	Ksmith
26	1	8030	DELL 19" WIDE	CN04MGYF742610490HHS	Igonzalez
27	1	10838	DELL 22"	CN0V7JP5QDC008CT1LTB	Mramnath
28	1	10837	DELL 22"	CN0V7JP5QDC008CT1LU8	Mramnath
29	1	9512	DELL 22"	CN0KW14V742615417C5B	Cchang
30	1	8006	DELL 19"	CN07TKK57287218QDF0I	drobinson-patrick
31	1	8714	DELL 22"	CN0KW14V742613BT57AB	Jpimentel
32	1	10834	DELL 22"	CN0V7JP5QDC008CT1L7B	Swilliams
33	1	10836	DELL 22"	CN0V7JP5QDC008CT1M2B	Swilliams
34	1	7282	DELL 19"	cn0r923948220556016p	Wberry
35	1	8512	HP PC 6300	mxl3160n4n	Wberry
36	1	8331	DELL 20" WIDE	CN0FJ44J7444528UBVCM	abellew
37	1	8451	DELL 20" WIDE	CN0FP04F72872321A3EM	abellew
38	1	10790	DELL 22"	CN0V7JP5QDC0089K33TL	Kglann
39	1	10791	DELL 22"	CN0V7JP5QDC0089K33HL	Kglann
40	1	10645	DELL 22"	CN0V7JP5QDC008510CVL	Mmorris
41	1	10340	DELL 22"	CN04RDG9TV20074B3W6B	Mmorris
42	1	10279	DELL 22"	CN060668VC7426172N8YPB	OGarayEnglish
43	1	8020	DELL 20"	CN04MGYF742610490J9S	Georgia
44	1	7274	DELL 20" WIDE	CN0C730C7162395K3755	Shared
45	1	9966	DELL 20"	CN02MVD56418064M1C1Y	echauncy
46	1	9965	DELL 22"	CN02MVD56418064M1CST	Shared
47	1	9974	DELL 22"	CN02MVD56418064H1JPT	Shared
48	1	9976	DELL 22"	CN02MVD56418064H175T	Shared
49	1	8031	DELL 20"	CN04MGYF742610491FVS	shared
50	1	9576	DELL 22"	CN0J6HFT7444557GB37L	Amotiwalla
51	1	10835	DELL 22"	CN0668BVCQDC008CT1LRB	Ajensen
52	1	10833	DELL 22"	CN0668VCQDC008CT1M0B	Ajensen
53	1	9545	NEC MULTI-SYNC V652	4Y005147NA	MAIN OFFICE CONF ROOM
54	1	9537	NEC MULTI-SYNC V323	52003655NA	HOUSE MANAGER
55	1	9543	NEC MULTI-SYNC V463		MEZZANINE
56	1	9539	NEC MULTI-SYNC V323	52003638NA	DRESSING ROOM 2
57	1	9536	NEC MULTI-SYNC V323	52003656NA	DRESSING ROOM 1
58	1	9542	NEC MULTI-SYNC V323	52003629NA	GROUP DRESSING ROOM
59	1	9538	NEC MULTI-SYNC V323	52003636NA	GROUP DRESSING ROOM
60	1	9544	NEC MULTI-SYNC V463	54034780NA	HALLWAY OUTSIDE OF DRESSING ROOM FLOOR

61	1		NEC MULTI-SYNC V652	77012314NA	GREEN ROOM
62	1		NEC MULTI-SYNC V652	77012313NA	COMMUNITY ROOM
63	1		NEC MULTI-SYNC V652	77012311NA	MARKETPLACE CONCESSION
64	1		NEC MULTI-SYNC V463	75055792NA	BACKSTAGE UNDERPASS
65	1		NEC MULTI-SYNC V463	75055800NA	BACKSTAGE UNDERPASS
66	1		NEC MULTI-SYNC V323	74010894NA	CONTROL BOOTH
67	1		NEC MULTI-SYNC V323	520003646NA	LOADING DOCK
68	1	10827	HP M750	cnfcl6p09r	shared
69	1	10061	HP M553	JPBCJ890W8	Shared
70	1	8848	BROTHER MFC DCP7065	U62712D2N819107	shared
71	1	10046	HP M855	JPFCH8S0MB	shared
72	1	8104	LEMUR-S	264460	Shared
73	1	8845	LEMUR-S	184791	Shared
74	1	8844	LEMUR-S	184789	Shared
75	1	8846	LEMUR-S	184792	Shared
76	1		LEMUR-S	184790	Shared
77	1	8105	LEMUR-S	264458	Amotiwalla
78	1	8106	LEMUR-S	264459	Shared

**FORD THEATRE  
INVENTORY - CAPITAL ASSETS**

#	TAG NUMBER	ASSET NUMBER	DESCRIPTION	SERIAL NUMBER	HISTORIC COST	LOCATION
1	607348	E0022162	ION 2000 LIGHTING CONSOLE 10000 CTRL CHANNELS	433400449	\$22,697.26	E007 - ARTS COMMISSION - FORD THEATRE 2ND FLOOR LIGHTING BOOTH 2580 CAHUENGA BLVD, EAST LOS ANGELES, CA
2	598906	E0014513	DAKTRONICS GALAXY PRO 3700 & CISCO ME3400 20mm BILLBOARD RELAY	N/A	\$59,753.23	E007 - RELAY LOC IN BOX OFFICE/ARTS COMM -FORD THEATER BACKSTAGE AREA 2580 CAHUENGA BLVD, EAST LOS ANGELES, CA.
3	611024	EE0001866	KONICA C452 COLOR AND B&W MFP A0P2011016057	A0P2011016057	\$8,655.75	E007
4	624573	EE0003138	KONICA MODEL: BIZHUB C654E COPIER SN: A2X101701010	A2X1017010915	\$10,220.28	E007
5	596640	E0009100	YAMAHA PM5D-RHMP RECALL HD AMP, 56INPT 24 OUTPUT 8MA	YAOI01027	\$65,760.79	E007 - ARTS COMMISSION - FORD THEATER BACKSTAGE AREA 2580 CAHUENGA BLVD. EAST LOS ANGELES, CA
6	596640A	E0009100	Mixer (PM5D) Case and Yamaho power link cable	N/A	\$1,082.50	E007 - ARTS COMMISSION - FORD THEATER BACKSTAGE AREA 2580 CAHUENGA BLVD. EAST LOS ANGELES, CA
7	598908	E0007425	ML500 SOUND SYSTEM CONTROL BOARD	ML5K48DB056573	\$79,632.20	E007
8	610974	E0007596	YAMAHA 3000A40 - 40CHANNEL CONSOLE	3000A40	\$17,309.56	E007 - BACKSTAGE AREA/ARTS COMMISSION - FORD THEATER BACKSTAGE AREA 2580 CAHUENGA BLVD. EAST LOS ANGELES, CA
9	604731	E0008698	SAMSUNG 63" WIDE HD PLASMA MONITOR.	D863H1EPB00001W/PP M63M7FBr	\$5,471.21	E014 - ARTS COMMISSION - WILSHIRE CONFERENCE AREA 1055 WILSHIRE BLVD., SUITE 800 LOS ANGELES, CA.

**FORD THEATRE  
INVENTORY - CONCESSION EQUIPMENT**

#	QUANTITY	DESCRIPTION	LOCATION
1	1	MANITOWOC ICE MAKER	TERRACE LEVEL CONCESSION KITCHEN
2	1	CARTER HOFFMAN FRY STRAINER	TERRACE LEVEL CONCESSION KITCHEN
3	5	WINDHOLT WARMER	TERRACE LEVEL CONCESSION KITCHEN
4	8	DRY RACKS ON WHEELS	TERRACE LEVEL CONCESSION KITCHEN
5	1	LINCOLN FASTBAKE OVEN	TERRACE LEVEL CONCESSION KITCHEN
6	1	MASTERBILT PREP STATION WITH ALUMINUM BLOCK STATION	TERRACE LEVEL CONCESSION KITCHEN
7	25	STORAGE RACK METAL WIRE	TERRACE LEVEL CONCESSION KITCHEN
8	1	VULCAN 6-BURNER RANGE & ALUMINUM STAND	TERRACE LEVEL CONCESSION KITCHEN
9	1	VULCAN DOUBLE WARMER OVENS	TERRACE LEVEL CONCESSION KITCHEN
10	2	VULCAN OVENS	TERRACE LEVEL CONCESSION KITCHEN
11	1	MASTERBILT DOUBLE DOOR FREEZER	TERRACE LEVEL CONCESSION KITCHEN
12	4	PITCO DEEP FRYERS	TERRACE LEVEL CONCESSION KITCHEN
13	1	VULCAN GRIDDLE	TERRACE LEVEL CONCESSION KITCHEN

14	1	REFRIGERATORS 4-DRAWER LOWBOYS	TERRACE LEVEL CONCESSION KITCHEN
15	1	11 BURNER GRILL	TERRACE LEVEL CONCESSION KITCHEN
16	1	VULCAN 6-BURNER RANGE AND OVEN	TERRACE LEVEL CONCESSION KITCHEN
17	1	MASTERBILT SINGLE DOOR REFRIGERATOR	TERRACE LEVEL CONCESSION KITCHEN
18	1	MASTERBILT PREP STATION WITH LOWBOWWS	TERRACE LEVEL CONCESSION KITCHEN
19	2	STAYWARM FOOD RACKS FROM BACK TO FRONT OF THE HOUSE	TERRACE LEVEL CONCESSION KITCHEN
20	1	KELVINATOR 2 DOOR BEVERAGE COOLER	TERRACE LEVEL CONCESSION KITCHEN
21	2	INFINITY BAR STATIONS	TERRACE LEVEL CONCESSION KITCHEN
22	2	STRUCTURAL CONCEPTS 5 DECK ACCESS REFRIGERATION	MARKET PLACE CONCESSION
23	1	MICRO-MATIC DRAUGHT CART 4 SPOUTS - 2' X 4'	MARKET PLACE CONCESSION
24	1	STRUCTURAL CONCEPTS 5 - DECK DISPLAY REFRIGERATOR (0665964DT296162)	MARKET PLACE CONCESSION
25	1	CAMBRO MOBILE ICE CHEST	MARKET PLACE CONCESSION
26	1	STORAGE RACK 5 SHELVES - 2'	MARKET PLACE CONCESSION
27	2	STORAGE RACK 5 SHELVES - 3'	MARKET PLACE CONCESSION
28	3	STORAGE RACK 5 SHELVES - 4'	MARKET PLACE CONCESSION
29	1	ALUMINUM STAND - 3'	MARKET PLACE CONCESSION

**FORD THEATRE**  
**INVENTORY - FURNITURE AND RELATED ITEMS**

#	QUANTITY	DESCRIPTION	LOCATION
1	1	2' ROUND COFFEE TABLE	WAITING AREA
2	1	SMALL CORNER TABLE	RECEPTION WAITING AREA
3	1	WHITE LEATHER CHAIR	RECEPTION WAITING AREA
4	1	FORD ARCHITECTURAL MODEL AND LANDSCAPE	RECEPTION WAITING AREA
5	1	BOOKCASE/LATERAL AND STORAGE CABINET	RECEPTION
6	1	DESKCHAIRS	RECEPTION
7	17	STADIUM CHAIRS	PLAZA STORAGE ROOM
8	1	2' -5 SHELF STORAGE RACK	PLAZA STORAGE ROOM
9	1	WOODEN UTILITY CART	OFFICE KITCHEN
10	1	OSTER MICROWAVE	OFFICE KITCHEN
11	1	OSTER TOASTER	OFFICE KITCHEN
12	1	WHIRLPOOL SIDE BY SIDE REFRIGERATOR	OFFICE KITCHEN
13	1	6' X 1.5' WOODEN TABLE	MEZZANINE
14	1	6' X 1.5' WOODEN BENCH	MEZZANINE
15	23	EV SPEAKERS AMBIANCE SPEAKERS	MEZZANINE
16	1	10' OBLONG CONFERENCE TABLE - WOOD FINISH	MAIN OFFICE CONFERENCE ROOM
17	10	CONFERENCE CHAIRS - GRAY MESH	MAIN OFFICE CONFERENCE ROOM
18	1	ENTERTAINMENT STAND - WHITE	MAIN OFFICE CONFERENCE ROOM
19	1	CORNER COFFEE TABLE - GRAY	MAIN OFFICE CONFERENCE ROOM
20	1	5-SEAT L-SHAPED SOFA	MAIN OFFICE
21	1	3' 2 DRAWER LATERAL FILE	MAIN OFFICE
22	12	WORKSTATION OVERHEAD CABINETS	MAIN OFFICE
23	4	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE

24	3	2 DRAWER PERSONAL CABINET	MAIN OFFICE
25	3	OVERHEAD CABINETS	MAIN OFFICE
26	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
27	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
28	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
29	3	OVERHEAD CABINETS	MAIN OFFICE
30	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
31	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
32	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
33	4	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
34	3	OVERHEAD CABINETS	MAIN OFFICE
35	1	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
36	2	BOOKCASE/LATERAL AND STORAGE CABINET	MAIN OFFICE
37	4	SIT AND STORAGE CABINETS	MAIN OFFICE
38	19	DESKCHAIRS	MAIN OFFICE
39	2	6 DRAWER FILE CABINETS	MAIN OFFICE
40	2	3 DRAWER OFFICE CABINET	HOUSE MANAGER OFFICE
41	13	MOTOROLA WALKIE TALKIE CP200	HOUSE MANAGER OFFICE
42	2	MOTOROLA CHARGING STATION G-SHOT SLIM	HOUSE MANAGER OFFICE
43	1	2' WOODEN DESK	HOUSE MANAGER OFFICE
44	1	HONEYWELL HEATER	HOUSE MANAGER OFFICE
45	1	DESK	HOUSE MANAGER OFFICE
46	1	DESK PHONE	HOUSE MANAGER OFFICE
47	1	MOTOROLA INTELIGENT RPID CHARGER	HOUSE MANAGER OFFICE
48	2	DESK CHAIRS	HOUSE MANAGER OFFICE
49	1	STADIUM CHAIR	HOUSE MANAGER OFFICE

50	1	2'X2' TABLE	HOUSE MANAGER OFFICE
51	1	2 SHELVES CABINET	HOUSE MANAGER OFFICE
52	1	6' DESK W/ OVERHEAD STORAGE	HOUSE MANAGER OFFICE
53	1	2 DRAWER STEEL FILE CABINET	HOUSE MANAGER OFFICE
54	1	3' STORAGE CABINET - METAL	HOUSE MANAGER OFFICE
55	1	5 DRAWER CABINET 3' x 5' - STEEL	HOUSE MANAGER OFFICE
56	1	RIGALTA WATER COOLER - WHITE	HOUSE MANAGER OFFICE
57	1	SUN DECK CHAIRS W/ CUSHION	GROUP DRESSING ROOM
58	22	VANITY STATION CHAIRS - DARK BROWN	GROUP DRESSING ROOM
59	3	CLOTHES RACK 3' - BLACK	GROUP DRESSING ROOM
60	3	CLOTHES RACK 4' - CHROME	GROUP DRESSING ROOM
61	114	ORCHESTRA CHAIRS - BLACK	GREEN ROOM STORAGE
62	3	STORAGE RACKS STEEL - 4 SHELF 5' WIDE	GREEN ROOM STORAGE
63	2	STORAGE RACKS STEEL - 4 SHELF 3' WIDE	GREEN ROOM STORAGE
64	1	PODIUM - BLACK	GREEN ROOM STORAGE
65	1	ULTRA-HD STORAGE CABINET	GREEN ROOM STORAGE
66	2	EV SPEAKERS AMBIANCE SPEAKERS	GREEN ROOM
67	1	5' ROUND CONFERENCE TABLE	GREEN ROOM
68	6	CONFERENCE DESK CHAIR MESH BACK - GRAY	GREEN ROOM
69	4	LEATHER LOUNGE CHAIRS - BLACK	GREEN ROOM
70	1	4' OBLONG COFFEE TABLE - BLACK	GREEN ROOM
71	1	7' OLIVE LEATHER SOFA - 3 SEAT	GREEN ROOM
72	1	SUN DECK CHAIR	GREEN ROOM
73	1	3 TIER ROUND CORNER TABLE WOOD FINISH	GREEN ROOM

74	2	SWAN NECK LAMPS	GREEN ROOM
75	1	KITCHEN AID REFRIGERATOR (W10691508)	GREEN ROOM
76	1	BLACK & DECKER MICROWAVE (EM720CPN-PMV)	GREEN ROOM
77	1	CLOVER WATER COOLER	GREEN ROOM
78	1	3' CONFERENCE TABLE	EXECUTIVE DIRECTOR'S OFFICE
79	1	DESK CHAIR	EXECUTIVE DIRECTOR'S OFFICE
80	1	WORKSTATION/CREDENZA WITH 2-DRAWER, 3-DRAWER, 2- DRAWER LAT FILE CABINET, 2 DOOR COAT CABINET, AND 4 - 2 DOOR OVERHEAD CABINETS	EXECUTIVE DIRECTOR'S OFFICE
81	3	CONFERENCE CHAIRS	EXECUTIVE DIRECTOR'S OFFICE
82	1	4' WOOD BENCH - FOLD UP	DRESSING ROOM 2
83	2	SUN DECK CHAIRS W/ CUSHION	DRESSING ROOM 2
84	4	VANITY STATION CHAIRS - DARK BROWN	DRESSING ROOM 2
85	1	EV SPEAKERS AMBIANCE SPEAKERS	DRESSING ROOM 2
86	1	CLOTHES RACK 4' - CHROME	DRESSING ROOM 2
87	3	VANITY STATION CHAIRS - DARK BROWN	DRESSING ROOM 1
88	7	ORCHESTRA CHAIRS - BLACK	DRESSING ROOM 1
89	2	EV SPEAKERS AMBIANCE SPEAKERS	DRESSING ROOM 1
90	2	CLOTHES RACK 3' - BLACK	DRESSING ROOM 1
91	1	SOFA - GRAY	CONTROL BOOTH
92	2	DESK CHAIRS	CONTROL BOOTH
93	2	ROLLING UTILITY CHAIRS	CONTROL BOOTH
94	16	ORCHESTRA CHAIRS - BLACK	COMMUNITY ROOM
95	3	8' FOLDING TABLE	COMMUNITY ROOM
96	3	6' FOLDING TABLE	COMMUNITY ROOM
97	1	CLOTHES RACK 3' - BLACK	COMMUNITY ROOM
98	1	CLOTHES RACK 4' - CHROME	COMMUNITY ROOM

99	7	SIGN HOLDERS - 20" x 27"	COMMUNITY ROOM
100	3	MESH HIGH CHAIRS	BOX OFFICE
101	3	DESK CHAIRS	BOX OFFICE
102	1	2 DRAWER METAL CABINET - SECURE	BOX OFFICE
103	1	3 DRAWER STEEL CABINET	BOX OFFICE
104	2	FOLDING CHAIRS - CUSHIONED	BOX OFFICE
105	1	FOLDING CHAIR - PLASTIC	BOX OFFICE
106	1	5' WORK STATION W/ OVERHEAD STORAGE	BOX OFFICE
107	2	WOOD WORK STATION 5'	BOX OFFICE
108	3	SMALL DESK LAMPS	BOX OFFICE
109	1	WOOD CORNER TABLE	BOX OFFICE
110	1	SENTRY SAFE 2236	BOX OFFICE
111	1	IGLOO MINI REFRIGERATOR (A1603165470000241)	BOX OFFICE
112	1	HAIER -MICROWAVE (1234567017)	BOX OFFICE
113	1	RAGALTO WATER COOLER	BOX OFFICE
114	17	EV AMBIANCE SPEAKERS	BACKSTAGE UNDERPASS
115	2	WERNER 8' LADDER	BACKSTAGE UNDERPASS
116	23	EV SPEAKERS AMBIANCE SPEAKERS	ARTIST FLOOR HALLWAYS
117	2	STEAMERS	ARTIST FLOOR HALLWAYS
118	2	IRONS	ARTIST FLOOR HALLWAYS
119	1	IRONING BOARD	ARTIST FLOOR HALLWAYS

**FORD THEATRE  
INVENTORY - AUDIO EQUIPMENT**

#	QUANTITY	DESCRIPTION	LOCATION
1	1	DIGICO SD-10-24 CONSOLE W/ROAD CASE	FOH CONSOLE & RACK
2	1	DIGICO 192KHZ SD RACK, OPTO ID 1.24	FOH CONSOLE & RACK
3	1	DIGICO 192KHZ SD RACK, OPTO ID 1.22	FOH CONSOLE & RACK
4	1	FULL OPTOCORE NETWORK CONNECTIVITY FOR SHARED-GAIN CONSOLE CONFIGURATION AS WELL AS AN OPTIONAL DISCREET, 2X 48- CHANNEL TRANSFORMER ISOLATED FOH/MONITOR CONFIGURATION	N/A
5	4	D&B V-SUB LINE ARRAY SUB	PRODUCTION STORAGE
6	8	D&B V-8 LINE ARRAY BOX	PRODUCTION STORAGE
7	4	D&B V-12 LINE ARRAY BOX	PRODUCTION STORAGE
8	6	D&B E-8 FRONT FILL [DECK MOUNTED]	PRODUCTION STORAGE
9	2	D&B J-SUB FLOOR SUBW/MALE NL4 TO FEMALE NL4 CABLES	PRODUCTION STORAGE
10	2	CUSTOM NL8 TO 4XNL4 BREAKOUT	PRODUCTION STORAGE
11	4	75' NL8 TO NL8 PA CABLES	PRODUCTION STORAGE
12	2	STAGEMAKER SR05 O410503-B 1/2 TON CHAIN MOTOR	PRODUCTION STORAGE
13	1	SKJONBERG CS-800 HOIST CONTROL	PRODUCTION STORAGE
14	2	SKJONBERG P8-HCS-D 8 MOTOR PENDANT	PRODUCTION STORAGE
15	2	SKJONBERG 100' PENDANT CABLE	PRODUCTION STORAGE
16	3	MEYER C01 2/SI CASE CINEMA L/C/R SPEAKER	CINEMA SYSTEM
17	1	SI CUSTOM POWER DISTRO 30A/208V IN TO 3X20A/208 OUT	CINEMA SYSTEM
18	1	POWER CABLE SINGLE PHASE 208V/30A	CINEMA SYSTEM
19	3	POWER CABLE EDISON TO 120V/20A HUBBLE ADAPTER	CINEMA SYSTEM
20	3	POWER CABLE 20A/120V M-F HUBBLE EXTERNSION	CINEMA SYSTEM
21	4	TANNOY VX12-WP CINEMA SURROUND SPEAKER IN 4PACK CASE	SURROUNDS
22	4	TANNOY VX12-WP CINEMA SURROUND SPEAKER IN 4PACK CASE	SURROUNDS
23	3	TANNOY VX12-WP CINEMA SURROUND SPEAKER IN 4PACK CASE	SURROUNDS
24	3	TANNOY VX12-WP CINEMA SURROUND SPEAKER IN 4PACK CASE	SURROUNDS
25	1	FURMAN PL-PLUS EDISON POWER STRIP (RACKMOUNT)	FOH DRIVE RACK
26	1	DENON HC4500 DUAL CD PLAYER	FOH DRIVE RACK
27	1	DENON D4500 CD PLAYER CARRIAGE	FOH DRIVE RACK
28	1	TASCAM CR-RW901SL CD RECORDER	FOH DRIVE RACK
29	1	MIDAS XL88 8CH MATRIX MIXER	FOH DRIVE RACK
30	1	RADIO SHAC KDB METER DB METER	FOH DRIVE RACK
31	2	RACK DRAWER	FOH DRIVE RACK
32	1	41" RACK CASE	FOH DRIVE RACK
33	1	FOH LAPTOP COMPUTER W/POWER SUPPLY	FOH DRIVE RACK
34	1	DIGICO SD-10-24 CONSOLE 2/ROAD CASE	PRODUCTION STORAGE

35	1	DIGICO 192KHZ SD RACK, OPTOLD 1.23 8 MIC/LINE INPUT CARDS, 3 LINE OUTPUT CARDS	PRODUCTION STORAGE
36	6	EAW MW-121 MICROWEDGE BI-AMPED MONITOR SPEAKER	PRODUCTION STORAGE
37	6	EAW MW-121 MICROWEDGE BI-AMPED MONITOR SPEAKER	PRODUCTION STORAGE
38	2	TELECAST RATLER 4 SDI-FIBER TRANSMITTER INCLUDES POWER SUPPLY & PELICAN CASE	PRODUCTION STORAGE
39	2	TELECAST RATLE5R 4 SDI-RECEIVER INCLUDE POWER SUPPLY & PELICAN CASE	PRODUCTION STORAGE
40	8	FS OM4 FIBER PATCH CABLE LC-UPC DUPLEX	PRODUCTION STORAGE
41	1	TEQSAS LAP-TEQ CLINOMETER W/CASE TWO BEAM UNITS, ONE METER	PRODUCTION STORAGE
42	2	CRESTRON DM-RMC-4K-SCALER	PRODUCTION STORAGE
43	1	CRESTRON DM-TX-302-C DIGITAL MEDIA TRANSMITTER	PRODUCTION STORAGE
44	12	CEC RU-M117 REMOTE CONTROLLER	PRODUCTION STORAGE
45	2	SHURE MODEL UA8-470-542 RF ANTENNA WHIPS	PRODUCTION STORAGE
46	2	USHIO DXL-70SN RF PROJECTOR LAMP	PRODUCTION STORAGE
47	4	USHIO C000465-001 PROJECTOR FILTER	PRODUCTION STORAGE
48	3	USHIO COOO465-002 PROJECTOR FILTER	PRODUCTION STORAGE
49	1	NEC NC-50LA01-B LENS ADAPTER RING	PRODUCTION STORAGE
50	5	VGA CABLES	PRODUCTION STORAGE
51	1	OPPO MODEL A103 WIRELESS ADAPTER	PRODUCTION STORAGE
52	1	MONOPRICE 50' HDMI CABLE	PRODUCTION STORAGE
53	5	BLUE JEANS CABLE BJC SERIES-1E 25' HDMI CABLE	PRODUCTION STORAGE
54	3	BLUE JEANS CABLES BJC SERIES-FE 15' HDMI CABLE	PRODUCTION STORAGE
55	1	SHURE 577B HANDHELD PUSH TO TALK MICROPHONE	PRODUCTION STORAGE
56	68	68 EV EV8D SURFACE MOUNTING SPEAKER	PRODUCTION STORAGE / 70V SYSTEM
57	4	EV P2.1 PENDENT HANGING SPEAKER	PRODUCTION STORAGE / 70V SYSTEM
58	22	EV 8" CEILING SPEAKER	PRODUCTION STORAGE / 70V SYSTEM
59	3	TOA CS-64U LADING DOCK SPEAKERS	PRODUCTION STORAGE / 70V SYSTEM
60	2	2 COMMUNITY W2 OUTDOOR ZEV TERRACE SPEAKERS	PRODUCTION STORAGE / 70V SYSTEM
61	2	LISTN LA-122 UNIVERSAL ANTENNA KIT	PRODUCTION STORAGE
62	10	LISTEN LA-430 INTELLIGENT EARTHPHONE/NECK LOOP-LANYARD	PRODUCTION STORAGE
63	40	LISTEN LA-401 UNIVERSAL EAR SPEAKER	PRODUCTION STORAGE
64	30	LISTEN LA-402 UNIVERSAL HEADPHONES	PRODUCTION STORAGE
65	40	LISTEN LR-5200-072 ADVANCED INTELLIGETN DSPRF RECEIVER (72 MHz)	PRODUCTION STORAGE
66	4	LISTEN LA-380 INTELLIGENT 12-UNIT CHARGING/CARRYING CASE (2X"A",2X"E")	PRODUCTION STORAGE

67	1	ODDESSY 41" FUZZY BLACK CASE	PRODUCTION STORAGE / B RIG
68	1	ALLEN & HEATH SQ-5 MIXER	PRODUCTION STORAGE / B RIG
69	1	ALLEN & HEATH AB168 STAGE BOX	PRODUCTION STORAGE / B RIG
70	2	ALLEN & HEATH AP11332 DUST COVER	PRODUCTION STORAGE / B RIG
71	1	ALLEN & HEATH SQ-5-RK19 RACK MOUNT KIT	PRODUCTION STORAGE / B RIG
72	1	FURMAN PL-PLUS EDISON POWER STRIP (RACKMOUNT)	PRODUCTION STORAGE / B RIG
73	1	SONY CDP-212 CD PLAYER	PRODUCTION STORAGE / B RIG
74	4	QSC K12.2 POWERED SPEAKER	PRODUCTION STORAGE / B RIG
75	4	QSC K12.2 POWERED SPEAKER	PRODUCTION STORAGE / B RIG
76	4	QSC K122C SUBWOOFERS	PRODUCTION STORAGE / B RIG
77	4	QSC K122C -COVER	PRODUCTION STORAGE / B RIG
78	2	QSC K10.2 POWERED SPEAKER	PRODUCTION STORAGE / B RIG
79	2	QSC K12.2 OUTDOOR COVER	PRODUCTION STORAGE / B RIG
80	1	GATOR GRW-DRW4 DRAWER	PRODUCTION STORAGE / B RIG
81	1	GATOR GRW-DRWSH2 DRAWER	PRODUCTION STORAGE / B RIG
82	6	VU SSA100-10B SPEAKER STAND W/BAG	PRODUCTION STORAGE / B RIG
83	6	FURMAN SS-6B PLUG STRIP	PRODUCTION STORAGE / B RIG
84	6	ACCUCABLE EC-123-25 25' 12 AWG AC EXTENSION CABLE	PRODUCTION STORAGE / B RIG
85	1	LEX PRODUCTS CAT6S-050 50' CAT6S CABLE	PRODUCTION STORAGE / B RIG
86	6	20' ECONOMY XLR CABLE	PRODUCTION STORAGE / B RIG
87	1	FURMAN PL-8 POWER CONDITIONER	PRODUCTION STORAGE / C RIG
88	1	ALLEN & HEATH GL2 14X4X2 AUDIO MIXER	PRODUCTION STORAGE / C RIG
89	1	ASHLY GQX3102 GRAPHIC EQUALIZER	PRODUCTION STORAGE / C RIG
90	1	FORD 3' PATCH SNAKE INPUT/OUTPUT & INSERT SNAKE	PRODUCTION STORAGE / C RIG
91	3	AKG C460B CONDENSOR MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
92	2	AKG C568B CONDENSOR MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
93	7	SHURE KSM137 CONDENSOR MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE

94	2	AKG C414 CONDENSOR MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
95	11	SHURE A53 (SMALL CLIP) CONDENSOR SHOCK MOUNT	PRODUCTION STORAGE / MICROPHONE CASE
96	3	SHURE A55 (BIG CLIP) CONDENSOR SHOCK MOUNT	PRODUCTION STORAGE / MICROPHONE CASE
97	1	SHURE VP88 STEREO CONDENSOR MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
98	6	CROWN PCC PHASE COHERENT CARIOD MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
99	13	SHURE SM58 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
100	13	SHURE SM57 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
101	2	SHURE SM58S DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
102	1	SHURE PG58 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
103	6	SENNHEISER E609 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
104	2	SENNHEISER MD421 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
105	6	BEYER M88 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
106	2	BEYER M420 DYNAMIC MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
107	4	SENNHEISER E904	PRODUCTION STORAGE / MICROPHONE CASE
108	7	RADIAL J48 DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
109	2	RADIAL PROAV2 DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
110	4	RADIAL PROD2 DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
111	2	ROLL MATCH BOX DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
112	3	COUNTRYMAN TYPE 85 DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
113	3	WHIRLWIND DIRECT 2 DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
114	2	ISO-MAX DM2-2XX XLR TRANSFORMER	PRODUCTION STORAGE / MICROPHONE CASE
115	2	ISO-MAX PC-2XR DIRECT BOX	PRODUCTION STORAGE / MICROPHONE CASE
116	2	WHIRLWIND LINEBALANCE SPLITTER	PRODUCTION STORAGE / MICROPHONE CASE
117	1	APHEX 124B TWO CHANNEL LEVEL INTERFACE	PRODUCTION STORAGE / MICROPHONE CASE
118	2	2 SENNHEISER MIC CLIP	PRODUCTION STORAGE / MICROPHONE CASE
119	12	SHURE WIRELESS MIC LIP	PRODUCTION STORAGE / MICROPHONE CASE
120	1	SHURE RPW112 WIRELESS ACC	PRODUCTION STORAGE / MICROPHONE CASE

121	2	SENNHEISER MKE2	PRODUCTION STORAGE / MICROPHONE CASE
122	3	SHURE SM98A CONDENSOR MICROPHONE	PRODUCTION STORAGE / MICROPHONE CASE
123	2	SHURE WH30 WIRELESS HEADSET	PRODUCTION STORAGE / MICROPHONE CASE
124	6	SHURE SM98 GOOSENECK	PRODUCTION STORAGE / MICROPHONE CASE
125	1	JAN-AL 41" ATA RACK	PRODUCTION STORAGE / WIRELESS RACK
126	1	SHURE ULXD4Q 4CH WIRELESS MICROPHONE RECEIVER	PRODUCTION STORAGE / WIRELESS RACK
127	4	SHURE ULX/SM-87 WIRELESS HANDHELD MICROPHONE	PRODUCTION STORAGE / WIRELESS RACK
128	4	SHURE ULX/BODYPACK WIRELESS BODYPACK TRANSMITTER	PRODUCTION STORAGE / WIRELESS RACK
129	1	SHURE UR4D 2CH. WIRELESS MICROPHONE RECIEVER	PRODUCTION STORAGE / WIRELESS RACK
130	2	SHURE SM58 RF WIRELESS MICROPHONE	PRODUCTION STORAGE / WIRELESS RACK
131	2	SHURE UAB64 WIRELESS MICROPHONE ANTENNA	PRODUCTION STORAGE / WIRELESS RACK
132	4	RACK DRAWER	PRODUCTION STORAGE / WIRELESS RACK
133	5	COUNTRYMAN E6 HEADSET MICROPHONE	PRODUCTION STORAGE / WIRELESS RACK
134	2	ATLAS STARBIRD EXT. HEIGHT MIC STAND, LARGE TRIANGLE BASE	PRODUCTION STORAGE
135	7	ATLAS STRAIGHT CHROME MIC STAND, 10" BASE	PRODUCTION STORAGE
136	5	ATLAS STRAIGHT CHROME MIC STAND, 12" BASE	PRODUCTION STORAGE
137	25	ATLAS STRAIGHT BLACK MIC STAND, 10" BASE	PRODUCTION STORAGE
138	1	ATLAS STRAIGHT BLACK MIC STAND, 12" BASE	PRODUCTION STORAGE
139	1	ATLAS SOUNDOLIER LARGE CHROME MIC STAND, LARGE TRIANGLE BASE	PRODUCTION STORAGE
140	16	VARIOUS BRANDS BLACK MICROPHONE BOOM	PRODUCTION STORAGE
141	3	VARIOUS BRANDS BLACK SHORT MIC STAND, W/BOOM 10" BASE	PRODUCTION STORAGE
142	4	VARIOUS BRANDS BLACK SHORT MIC STAND, 6" BASE	PRODUCTION STORAGE
143	1	VARIOUS BRANDS BLACK SHORT MIC STAND, TRIPOD BASE	PRODUCTION STORAGE
144	4	ATLAS SOUNDOLIER STRAIGHT CHROME MIC STAND, 12"BASE, 2' EXTENSIBLE	PRODUCTION STORAGE
145	5	VARIOUS BRANDS, BLACK TRIPOD MIC STAND W/BOOM SHORT	PRODUCTION STORAGE
146	15	VARIOUS BRANDS, BLACK TRIPOD MIC STAND W/BOOM	PRODUCTION STORAGE
147	6	VARIOUS BRANDS, BLACK TRIPOD MIC STAND W/O BOOM	PRODUCTION STORAGE

148	1	VARIOUS BRANDS, BLACK TRIPOD MIC STAND W/O BOOM SHORT	PRODUCTION STORAGE
149	3	GUITAR STAND	PRODUCTION STORAGE
150	N/A	VARIOUS BOOM ARM PARTS	PRODUCTION STORAGE
151	4	OG-STAGE DS7200B DESKTOP MIC STAND	"B" RIG CASE
152	7	SHURE A81WS SMALL DIAPHRAGM CONDESOR WINDSCREEN	PRODUCTION STORAGE
153	10	SHURE SM58 WINDSCREEN	PRODUCTION STORAGE
154	4	SENNHEISER MKE2 LAVALIER MIC, WIRED FOR VEGA WIRELESS	PRODUCTION STORAGE
155	1	WIRELESS BELTPACK POUCH, BLACK	PRODUCTION STORAGE
156	4	VARIOUS BRANDS, VARIOUS SPARE PARTS AND SUNDRIED SMALL ELECTRONIC PARTS BINS	PRODUCTION STORAGE
157	1	MANHATTAN RSTS221 3/15" HEAT SHRINK ROLL, GREY, +/- 25'	PRODUCTION STORAGE
158	1	MANHATTAN RSTS221 3/15" HEAT SHRINK ROLL, GREY, +/- 10'	PRODUCTION STORAGE
159	1	3M FP301 1/4" HEAT SHRINK ROLL, CLEAR, +/-75'	PRODUCTION STORAGE
160	1	ALPHA 2432C 40-CONDUCTOR MIC CABLE, SHIELDED, GREY, +/-75'	PRODUCTION STORAGE
161	4	NEUTRIK NE8MC ETHERCON CONNECTOR	PRODUCTION STORAGE / LOOSE PARTS
162	23	NEUTRIK NC3MX-B BLACK XLR CONNECTOR, BLACK, MALE	PRODUCTION STORAGE / LOOSE PARTS
163	23	NC3FX-B BLACK XLR CONNECTOR, BLACK FEMALE	PRODUCTION STORAGE / LOOSE PARTS
164	16	PANEL MOUNT NL4 CONNECTOR, XLR PROFILE, FEMALE	PRODUCTION STORAGE / LOOSE PARTS
165	1	PANEL MOUNT NL4 CONNECTOR, ROUND, FEMALE	PRODUCTION STORAGE / LOOSE PARTS
166	4	NL8FC NL8 SPEAKON CONNECTOR, FEMALE	PRODUCTION STORAGE / LOOSE PARTS
167	5	NL8MPR NL8 SPEAKON CONNECTOR, PANEL MOUNT, MALE	PRODUCTION STORAGE / LOOSE PARTS
168	1	VARIOUS BOX OF ASSORTED RECYCLED NL4/NL8 PARTS	PRODUCTION STORAGE / LOOSE PARTS
169	1	BOX OF ASSORTED ACID BRUSHES, PENS, WIRE TIES	PRODUCTION STORAGE / LOOSE PARTS
170	1	DELL PS2 KEYBOARD FOR PM-5D	PRODUCTION STORAGE / LOOSE PARTS
171	5	NEUTRIK NL8MM COUPLER, SQUARE	PRODUCTION STORAGE / ADAPTOR BOX
172	5	NEUTRIK NL4MM COUPLER, SQUARE	PRODUCTION STORAGE / ADAPTOR BOX
173	4	NL4MM COUPLER, ROUND	PRODUCTION STORAGE / ADAPTOR BOX
174	3	NL4MMX COUPLER, ROUND	PRODUCTION STORAGE / ADAPTOR BOX
175	2	NEUTRIK NE8FF COUPLER, ETHERCON, SQUARE	PRODUCTION STORAGE / ADAPTOR BOX
176	4	VARIOUS BRANDS, RCA FEMALE TO FEMALE COUPLER	PRODUCTION STORAGE / ADAPTOR BOX

177	4	VARIOUS BRANDS, RCA FEMALE -> 1/4" TS MALE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
178	3	VARIOUS BRANDS, BNC FEMALE TO FEMALE COUPLER	PRODUCTION STORAGE / ADAPTOR BOX
179	1	2XRCA FEMALE - 1/4" TRS ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
180	1	2X1/4" TS FEMALE -> 1/4" TS MALE 'Y'	PRODUCTION STORAGE / ADAPTOR BOX
181	2	2XRCA FEMALE -> 1/8" TS MALE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
182	1	RCA FEMALE -> 1/8" TS MALE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
183	9	VARIOUS BRANDS XLR MALE TO MALE COUPLER	PRODUCTION STORAGE / ADAPTOR BOX
184	6	VARIOUS BRANDS XLR FEMALE TO FEMALE COUPLER	PRODUCTION STORAGE / ADAPTOR BOX
185	1	1/4" FEMALE TS TO XLR IMPEDANCE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
186	1	XLR FEMALE -> 1/4" TRS MALE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
187	1	XLR MALE ->1/4" TRS FEMALE	PRODUCTION STORAGE / ADAPTOR BOX
188	1	XLR FEMALE TO 1/4" MALE IMPEDANCE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
189	1	RCA FEMALE TO 1/4" MALE IMPEDANCE ADAPTOR	PRODUCTION STORAGE / ADAPTOR BOX
190	8	VARIOUS BRANDS XLR FEMALE ->2X XLR MALE "Y" CABLE	PRODUCTION STORAGE / ADAPTOR BOX
191	2	VARIOUS BRANDS XLR MALE ->2X XLR FEMALE "Y" CABLE	PRODUCTION STORAGE / ADAPTOR BOX
192	2	ATLAS LO2F QUICK-RELEASE STAND CLPS MALE	PRODUCTION STORAGE / ADAPTOR BOX
193	1	ATLAS LO-2F QUICK-RELEASE STAND CLIPS FEMALE	PRODUCTION STORAGE / ADAPTOR BOX
194	1	XLR FEMALE TO FEMALE COUPLER CABLE, 3"	PRODUCTION STORAGE / ADAPTOR BOX
195	1	XLR MALE TO XLR FEMALE PHASE REVERSE CABLE, 3"	PRODUCTION STORAGE / ADAPTOR BOX
196	N/A	VARIOUS PIECES OF MIC STAND HARDWARE	PRODUCTION STORAGE / ADAPTOR BOX
197	1	SHURE VP88 STEREO CONDENSOR MICROPHONE 2/WINDSCREEN	PRODUCTION STORAGE / V-88 CASE
198	1	HUSKY SET OF AUTOMOTIVE TOOLS	PRODUCTION STORAGE / HUSKY CASE
199	1	VARIOUS BRANDS, ASSORTED SMALL AUDIO HAND TOOLS	PRODUCTION STORAGE / FORD TOOL CASE
200	7	IEC POWER CABLE	PRODUCTION STORAGE / IEC BIN
201	1	TASCAM RC-RW901SL REMOTE CONTROL	STORAGE PRODUCTION / REMOTES BOX
202	1	DENON RC-278 REMOTE CONTROL	STORAGE PRODUCTION / REMOTES BOX
203	1	PANASONIC RAK-SV012WH REMOTE CONTROL	STORAGE PRODUCTION / REMOTES BOX

204	1	GATEWAY PS-2 KEYBOARD	STORAGE PRODUCTION / LOOSE PIECES
205	7	WIRELESS BELTPACK POUCH, BLACK	STORAGE PRODUCTION / LOOSE PIECES
206	11	WIRELESS BELTPACK POUCH STRAP	STORAGE PRODUCTION / LOOSE PIECES
207	1	ASHLEY PROTEA REMOTE CONTROL	STORAGE PRODUCTION / WIRESTOCK BOX
208	1	ROLL 12 GUAGE HOOKUP WIRE, GREEN, 50'	STORAGE PRODUCTION / WIRESTOCK BOX
209	1	ROLL 12 GUAGE HOOKUP WIRE, ORANGE, 50'	STORAGE PRODUCTION / WIRESTOCK BOX
210	1	ROLL 12 GUAGE HOOKUP WIRE, WHITE, 50'	STORAGE PRODUCTION / WIRESTOCK BOX
211	1	ROLL 12 GUAGE HOOKUP WIRE, BLACK, 50'	STORAGE PRODUCTION / WIRESTOCK BOX
212	2	ROLL 12 GUAGE HOOKUP WIRE, RED, 50'	STORAGE PRODUCTION / WIRESTOCK BOX
213	4	VARIOUS BRANDS VARIOUS RACKMOUNT PANELS, RECYCLED	STORAGE PRODUCTION / WIRESTOCK BOX
214	1	FORD AUDIO SOLDERING STATION	STORAGE PRODUCTION / CABLE TESTER BOX
215	2	WELLER SOLDERING STATION AND IRON	STORAGE PRODUCTION / CABLE TESTER BOX
216	1	FLASH LIGHT	STORAGE PRODUCTION / CABLE TESTER BOX
217	1	100F TAPE MEASURE	STORAGE PRODUCTION / CABLE TESTER BOX
218	1	HEAT SHRINK GUN	STORAGE PRODUCTION / CABLE TESTER BOX
219	1	PANAVISE	STORAGE PRODUCTION / CABLE TESTER BOX
220	1	ROLL SOLDER	STORAGE PRODUCTION / CABLE TESTER BOX
221	1	CABLE TESTER	STORAGE PRODUCTION / CABLE TESTER BOX
222	3	ROLLS CONSOLE TAPE, 1/8"	STORAGE PRODUCTION / C TAPE BOX
223	7	ROLLS CONSOLE TAPE, 3/8"	STORAGE PRODUCTION / C TAPE BOX
224	2	ROLLS CONSOLE TAPE, 1/2"	STORAGE PRODUCTION / C TAPE BOX
225	1	ALPHA 2432C TWO CONDUCTOR SHIELDED CABLE, 50'	STORAGE PRODUCTION / AC PARTS BOX
226	12	EDISON QUAD BOX ENCLOSURES	STORAGE PRODUCTION / AC PARTS BOX
227	1	EDISON OCTAL BOX ENCLOSURES	STORAGE PRODUCTION / AC PARTS BOX
228	1	BAG CABLE BOOTS	STORAGE PRODUCTION / AC PARTS BOX
229	8	EDISON DUAL OUTLETS	STORAGE PRODUCTION / AC PARTS BOX
230	1	USED PROJECT BOX	STORAGE PRODUCTION / AC PARTS BOX

231	1	CANARE L-4E6S SHIELDED TWO-CONDUCTOR MIC CABLE, BLACK, +/- 50'	STORAGE PRODUCTION / WIRESPOOLS "A"
232	1	TWO-CONDUCTOR 'ZIP' SPEAKER CABLE, BLACK, +/- 50'	STORAGE PRODUCTION / WIRESPOOLS "A"
233	1	CAT6 ETHERNET CABLE, PINK, +/- 100'	STORAGE PRODUCTION / WIRESPOOLS "B"
234	1	TWO CONDUCTOR HEAVY GUAGE SPEAKER CABLE, +/- 40'	STORAGE PRODUCTION / WIRESPOOLS "B"
235	5	SS AUDIO A-569 BAGS, REPLACEMENT SPEAKER GRILLCLOTH	STORAGE PRODUCTION / SPEAKER GRILL PARTS BOX
236	2	CANS BLACK SPRAY PAINT	STORAGE PRODUCTION / SPEAKER GRILL PARTS BOX
237	10	FORD AUDIO 10' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
238	6	FORD AUDIO 25' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
239	7	WHIRLWIND 25' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
240	4	FORD AUDIO 50' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
241	3	FORD AUDIO 50' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
242	1	50' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
243	8	WHIRLWIND 50' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
244	9	FORD AUDIO 75' NL4 SPEAKER CABLE	STAGE LEFT / NL-4 CASE
245	4	WHIRLWIND W5IRP 15' 12CH. SNAKE	STAGE LEFT / UPSIDE DOWN CASE LID
246	5	WHIRLWIND 25RP 25' 12CH. SNAKE	STAGE LEFT / UPSIDE DOWN CASE LID
247	2	WHIRLWIND W5IRP 50' 12CH. SNAKE	STAGE LEFT / UPSIDE DOWN CASE LID
248	5	FORD AUDIO 3' XLR Patch	STAGE LEFT / SHORT BLACK ROAD CASE
249	10	FORD AUDIO 6' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
250	55	FORD AUDIO 15' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
251	25	WHIRLWIND 15' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
252	26	FORD AUDIO 30' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
253	18	WHIRLWIND 30' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
254	12	FORD AUDIO 50' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
255	14	WHIRLWIND 50' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
256	4	WHIRLWIND 100' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
257	1	FORD AUDIO 100' XLR	STAGE LEFT / SHORT BLACK ROAD CASE
258	2	GATOR GRW-DRW4 4U DRAWER	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
259	1	2U RACK DRAWER	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
260	2	6U RACK DRAWER	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
261	6	MISC 1/4" TS	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK

262	7	FORD AUDIO 1/4" TRS TO XLR F	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
263	5	FORD AUDIO 1/4" TRS TO XLR M	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
264	6	FORD AUDIO 1/4" TS TO XLR F	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
265	6	FORD 1/4" TS TO XLR M	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
266	6	FORD AUDIO XLR M TO TA3F	STAGE LEFT / GREY FUZZY SHORT DRAWER RACK
267	5	WHIRLWIND 25' QUAD BOX EDISON AC POWER CABLE	STAGE LEFT / FUZZY GREY EDITION CASE
268	5	WHIRLWIND 50' QUAD BOX EDISON AC POWER CABLE	STAGE LEFT / FUZZY GREY EDITION CASE
269	4	WHIRLWIND 15' QUAD BOX EDISON AC POWER CABLE	STAGE LEFT / FUZZY GREY EDITION CASE
270	3	25' EDISON AC POWER CABLE	STAGE LEFT / FUZZY GREY EDITION CASE
271	1	10' EDISON AC POWER CABLE	STAGE LEFT / FUZZY GREY EDITION CASE
272	1	50' EDISON AC POWER CABLE	STAGE LEFT / FUZZY GREY EDITION CASE
273	2	WHIRLWIND W6IRP 24 CHANNEL MASS DRIVE SNAKE	PRODUCTION STORAGE / LOOSE
274	1	WHIRLWIND W5IRP 16 CHANNEL MASS DRIVE SNAKE	PRODUCTION STORAGE / LOOSE
275	3	WHIRLWIND W4IRP 48 CHANNEL MASS BREAKOUT	PRODUCTION STORAGE / LOOSE
276	1	FORD AUDIO NL8 EAW CABLE "SR 650"	PRODUCTION STORAGE / LOOSE
277	1	FUOD AUDIO NL8 EAW CABLE "SL 650"	PRODUCTION STORAGE / LOOSE
278	1	FORD AUDIO NL4 EAW CABLE "SR SUB"	PRODUCTION STORAGE / LOOSE
279	1	FORD AUDIO NL4 EAW CABLE "SL SUB"	PRODUCTION STORAGE / LOOSE
280	1	FORD AUDIO NL8 EAW CABLE "650 PATCH"	PRODUCTION STORAGE / LOOSE
281	1	FORD AUDIO NL4 EAW CABLE "SUB PATCH"	PRODUCTION STORAGE / LOOSE
282	1	FORD AUDIO NL8 EAW CABLE "CENTER"	PRODUCTION STORAGE / LOOSE
283	1	FORD AUDIO NL4 EAW CABLE "10' SL EXTENSION"	PRODUCTION STORAGE / LOOSE
284	1	FORD AUDIO CABLE "SR EXTENSION"	PRODUCTION STORAGE / LOOSE
285	1	FORD AUDIO NL8 EAW CABLE "SL EXTENSION"	PRODUCTION STORAGE / LOOSE
286	1	FORD AUDIO MALE SOCKO -> NL4 "MONITOR SNAKE FANOUT"	PRODUCTION STORAGE / LOOSE
287	1	FORD AUDIO FEMALE SOCKO -> NL4 "MONITOR SNAKE FANOUT"	PRODUCTION STORAGE / LOOSE
288	7	1/4" TRS MALE -> 2X 1/4" TS FEMALE ADAPTOR 6"	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK

289	2	1/4" TRS FEMALE -> 2X 1/4" TS MALE ADAPTOR 6"	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
290	5	1/4" TS MALE -> 2X 1/4" TS FEMALE "Y" CABLE 6"	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
291	1	1/4" TRS MALE -> XLRM 6'	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
292	1	1/4" TRS MALE -> XLRF 6'	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
293	3	IEC POWER CABLE	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
294	1	EDISON -> IEC POWER 'Y' CABLE	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
295	1	1/4" TS MALE -> RCA IMPEDANCE ADAPTOR	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
296	2	BANANA PLUG SPEAKER CABLE, COPPER 25'	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
297	4	15' XLR5 - TWO CHANNEL CLEAR-COM CABLE	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
298	1	30' XLR5 - TWO CHANNEL CLEAR-COM CABLE	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
299	3	YAMAHA10' CONSOLE POWER MULT CABLE	PRODUCTION STORAGE / SHORT GREY FUZZY SL RACK
300	1	RAMTECH 48 CHANNEL SNAKE FOH, 250'	LEFT STAGE / SNAKE CASE
301	1	RAMTECH 48 CHANNEL SNAKE MONITORS 50'	LEFT STAGE / SNAKE CASE
302	2	RAMTECH 48 CHANNEL FANOUT	LEFT STAGE / SNAKE CASE
303	1	WHIRLWIND MEDUSA 36 CHANNEL SNAKE FOH, 200'	LEFT STAGE / SNAKE CASE
304	1	WHIRLWIND MEDUSA 12 CHANNEL XLR SNAKE, 100'	LEFT STAGE / SNAKE CASE
305	1	WHIRLWIND/FORD12 CHANNEL MULT SNAKE 250'	LEFT STAGE / SNAKE CASE
306	1	FORD AUDIO 12 CHANNEL DRIVE SNAKE 250'	LEFT STAGE / SNAKE CASE
307	2	FORD AUDIO 8 CHANNEL MONITOR HARNESS	LEFT STAGE / SNAKE CASE
308	2	FORD AUDIO 8 CHANNEL PM-5D TO WAVES HARNESS	LEFT STAGE / SNAKE CASE
309	1	4 CHANNEL BNC SNAKE, 25'	LEFT STAGE / SNAKE CASE
310	1	BNC CABLE, 50' BLACK	LEFT STAGE / SNAKE CASE
311	1	BNC CABLE 100' BLACK	LEFT STAGE / SNAKE CASE
312	1	CAT6 CABLE, 50' WHITE	LEFT STAGE / SNAKE CASE
313	1	MIDDLE ATLANTIC WRK 4432 44 RU RACK	SL AV ROOM / RACK ERK 1-1
314	2	LISTEN LT-800-72 ASSISTED LISTENING FM TRANSMITTER	SL AV ROOM / RACK ERK 1-1
315	6	WHIRLWIND SPC83JT 8CH. 3-WAY ACTIVE SPLITTER	SL AV ROOM / RACK ERK 1-1
316	9	BITTREE B96DC-FNSST/E3 "TT" PATCH PANEL	SL AV ROOM / RACK ERK 1-1
317	1	DIGICO X-SD RACK-O 192KHz	SL AV ROOM / RACK ERK 1-1
318	1	MIDDLE ATLANTIC WRK 4432 44 RU RACK	SL AV ROOM / RACK ERK 1-2
319	1	LEVITON 5R1UH-S03 FIBER SWITCH	SL AV ROOM / RACK ERK 1-2
320	1	ALCORN MCBRID AM4/E/B DIGITAL AUDIO PLAYER	SL AV ROOM / RACK ERK 1-2
321	1	SURGE-X 2KVA UPS	SL AV ROOM / RACK ERK 1-2

322	1	LYNTEC AUDIO SYSTEM POWER	SL AV ROOM / RACK ERK 1-2
323	1	BSS LONDON BLU-806 SIGNAL PROCESSOR	SL AV ROOM / RACK ERK 1-2
324	1	BSS LONDON BLU-160 SIGNAL PROCESSOR	SL AV ROOM / RACK ERK 1-2
325	3	BSS LONDON BLU-120 SIGNAL PROCESSOR	SL AV ROOM / RACK ERK 1-2
326	1	SURGE-X SX-1120-RT SURGE PROTECTOR	SL AV ROOM / RACK ERK 1-2
327	4	EAW XU3600 SIGNAL PROCESSOR	SL AV ROOM / RACK ERK 1-2
328	1	DIGICO X-SD RACK-O 192KHz	SL AV ROOM / RACK ERK 1-2
329	4	D&B D80 AUDIOOP AMPLIFIER	SL AV ROOM / RACK ERK 1-2
330	1	MIDDLE ATLANTIC WRK 4432 44 RU RACK	SL AV ROOM / RACK ERK 1-3
331	1	BITTREE B64T-1MWNHD VIDEO PATCH	SL AV ROOM / RACK ERK 1-3
332	1	APOGEE BIG BEN WORKD CLOCK	SL AV ROOM / RACK ERK 1-3
333	1	SI CUSTOM AMP PATCH PANEL	SL AV ROOM / RACK ERK 1-3
334	5	SI CUSTOM PSEKER PATCH PANEL	SL AV ROOM / RACK ERK 1-3
335	3	POWERSOFT OTTOCANALI 12K4 AUDIO AMPLIFIER	SL AV ROOM / RACK ERK 1-3
336	1	LAB GRUPPEN C 20:8X AUDIO AMPLIFIER	SL AV ROOM / RACK ERK 1-3
337	1	MIDDLE ATLANTIC WRK 46342 46 RU RACK ON SWIVEL	SL AV ROOM / RACK ERK 1-4
338	1	SURGE-X SX-1120-RT SURGE PROTECTOR	SL AV ROOM / RACK ERK 1-4
339	1	CRESTRON PRO3	SL AV ROOM / RACK ERK 1-4
340	1	LEVITON 5R1UH-S03 FIBER SWITCH	SL AV ROOM / RACK ERK 1-4
341	1	CLEAR-COM SB-704	SL AV ROOM / RACK ERK 1-4
342	1	CRESTRON TOUCH SCREEN CONTROLLER	SL AV ROOM / RACK ERK 1-4
343	1	CRESTRON DMF-CI-8 8 CARD INTERFACE	SL AV ROOM / RACK ERK 1-4
344	2	LEVITON CAT 6 SHIELDED PATCH PANEL	SL AV ROOM / RACK ERK 1-4
345	1	CRESTRON DM-MD16X16-RPS HD DIGITAL MEDIA DISTROBUTION	SL AV ROOM / RACK ERK 1-4
346	1	CRESTRON DM-PSU-8 POWER SUPPLY UNIT	SL AV ROOM / RACK ERK 1-4
347	1	CRESTRON DM-PSU-16 POWER SUPPLY UNIT	SL AV ROOM / RACK ERK 1-4
348	233	BITTREE 110 OHM DIGITAL/ANALOG SERIES 2' TT PATCH CABLES	SL AV RACK ROOM / PATCH CABLES
349	48	BETTREE 110 OHM DIGITAL/ANALOG SERIES	SL AV RACK ROOM / PATCH CABLES
350	31	GEPCO VPM2000 VIDEO PATCH CABLES	SL AV RACK ROOM / PATCH CABLES
351	26	CUSTOM 5' NL4 TO DUAL NL2	SL AV RACK ROOM / PATCH CABLES
352	7	5' NL4 JUMPERS	SL AV RACK ROOM / PATCH CABLES
353	6	WHIRLWIND W-4 6' PATCH JUMPERS	SL AV RACK ROOM / PATCH CABLES
354	12	M TO F XLR SHORT	SL AV RACK ROOM / PATCH CABLES
355	1	6" F TO F XLR	SL AV RACK ROOM / PATCH CABLES
356	3	CLEAR COM 6PIN F TO DUAL M XLR	SL AV RACK ROOM / PATCH CABLES
357	3	CLEAR COM 6PIN M TO DUAL F XLR	SL AV RACK ROOM / PATCH CABLES
358	2	TT TO F-XLR	SL AV RACK ROOM / PATCH CABLES
359	1	TT TO M-XLR	SL AV RACK ROOM / PATCH CABLES

360	4	Y CABLE F-XLR TO DUAL M-XLR	SL AV RACK ROOM / PATCH CABLES
361	2	Y CABLE M-XLR TO DUAL F-XLR	SL AV RACK ROOM / PATCH CABLES
362	2	1/4"TRS TO F-XLR	SL AV RACK ROOM / PATCH CABLES
363	3	1/4"TRS TO M-XLR	SL AV RACK ROOM / PATCH CABLES
364	1	DUAL RCA TO MONO F-XLR	SL AV RACK ROOM / PATCH CABLES
365	16	OPTICAL FIBDER PATCH CABLRES	SL AV RACK ROOM / PATCH CABLES
366	1	QPC CAJT4MX-NOPM 50' LC FIBER CABLE	SL AV RACK ROOM / PATCH CABLES
367	1	QPC CAJT4MX-NOPM 25' LC FIBER CABLE	SL AV RACK ROOM / PATCH CABLES
368	1	QPC CAJT4MX-NOPM 5' LC FIBER CABLE	SL AV RACK ROOM / PATCH CABLES
369	7	WIREWORKS EC6FX-25, 25' ETHERCON	SL AV RACK ROOM / PATCH CABLES
370	7	WIREWORKS 15, 15' ETHERCON	SL AV RACK ROOM / PATCH CABLES
371	1	WIREWORKS 50' ETHERCON	SL AV RACK ROOM / PATCH CABLES
372	1	BELDEN 25' HDMI	SL AV RACK ROOM / PATCH CABLES
373	7	RG6U 50' SDI CABLE	SL AV RACK ROOM / PATCH CABLES
374	5	RG6U 25' SDI CABLE	SL AV RACK ROOM / PATCH CABLES
375	2	RG6U 10' SDI CABLE	SL AV RACK ROOM / PATCH CABLES
376	9	CAT6 JUMPER CABLES	SL AV RACK ROOM / PATCH CABLES
377	6	FS 5/125 OM4 AQUA GREEEN 3' LC FIBER PATCH CABLES	SL AV RACK ROOM / PATCH CABLES
378	5	FS 5/125 OM4 AQUA GREEN 10' LC FIBER PATCH CABLES	SL AV RACK ROOM / PATCH CABLES
379	4	FS 50/125, 10' LC FIBER PATCH CABLES	SL AV RACK ROOM / PATCH CABLES
380	4	FS 50/125, 3' LC FIBER PATCH CABLES	SL AV RACK ROOM / PATCH CABLES
381	2	QPC, MOMP TO HMA FIBER ADAPTER	SL AV RACK ROOM / PATCH CABLES
382	1	MIDDLE ATLANTIC SC1427-1217 26RU RACK	CONTROL BOOTH / CINEMA RACK1
383	1	MARSHALL M-LYNX-702W	CONTROL BOOTH / CINEMA RACK1
384	1	CRESTRON 3 SERIES AV3 ADV. CONTROL PROCESSOR	CONTROL BOOTH / CINEMA RACK1
385	2	SURGE X SX-120-RT POWER CONDITIONER	CONTROL BOOTH / CINEMA RACK1
386	4	CRESTRON DM-TX-4K-302-C	CONTROL BOOTH / CINEMA RACK1

387	1	CRESTRON HD-RMC4K	CONTROL BOOTH / CINEMA RACK1
388	3	CRESTRON DM-RMC-4K-100-C	CONTROL BOOTH / CINEMA RACK1
389	1	CRESTRON HD-DA4-4K-E	CONTROL BOOTH / CINEMA RACK1
390	2	MIDDLE ATLANTIC 3RU DRAWER	CONTROL BOOTH / CINEMA RACK1
391	1	APPLE IMAC	CONTROL BOOTH / CINEMA RACK1
392	1	CRESTRON TSW-1050-B-S TOUCH SCREEN CONTROL PANEL	CONTROL BOOTH / CINEMA RACK1
393	1	MIDDLE ATLANTIC SC1427-1217 26RU RACK	CONTROL BOOTH / CINEMA RACK2
394	1	SURGE-X SX-1120-RT POWER CONDITIONER	CONTROL BOOTH / CINEMA RACK2
395	1	CALIBRE HQ VIEW 630 SCALER-SWITCHER	CONTROL BOOTH / CINEMA RACK2
396	1	ONKYO BD-SP8099 BLU-RAY DISC PLAYER	CONTROL BOOTH / CINEMA RACK2
397	1	OPPO BDP-103 BLU-RAY PLAYER	CONTROL BOOTH / CINEMA RACK2
398	1	DELL OPTIPLEX 7040 PC	CONTROL BOOTH / CINEMA RACK2
399	1	DOREMI SHOWVAULT DIGITAL CINEMA	CONTROL BOOTH / CINEMA RACK2
400	1	LEVITON 5R1UH-503	CONTROL BOOTH / CINEMA RACK2
401	5	HDMI CABLES 15'	CONTROL BOOTH / RACK DRAWER 1
402	1	HDMI CABLES 25'	CONTROL BOOTH / RACK DRAWER 2
403	2	HDMI CABLES 5'	CONTROL BOOTH / RACK DRAWER 3
404	1	APPLE 27" IMAC PC	CONTROL BOOTH / MISC
405	1	CLEARCOM AC60 CHARGING BASE	CONTROL BOOTH / MISC
406	1	CLEARCOM RM-704	CONTROL BOOTH / MISC
407	1	MIDDLE ATLANTIC 40 SPACE RACK	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
408	2	LEVITON 5R1UH-SO3 FIBER SWITCH	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
409	1	BSS LONDON BLU-800	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
410	1	CISCO 2960S-48FPD-L	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
411	1	LEVITON C1255-H48	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
412	1	SURGE-X SX-1120-RT SURGE PROTECTOR	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
413	1	DENON DN-500-AV	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
414	1	QSC DCP 200	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
415	1	CRESTRON PRO3	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)

416	1	CRESTRON TSW-1050-B-S	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
417	1	CRESTRON DMF-CI-8 8 CARD INTERFACE	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
418	1	CRESTRON DM15X156 RPS HD MEDIA DISTRIBUTION	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
419	1	LEVITON 4S255-S48	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
420	1	CRESTRON DM-PSU-16 POWER SUPPLY UNIT	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
421	1	SURGE-X 2KVA UNIVERSAL POWER SUPPLY	CONTROL BOOTH / CINEMA RACK 3 (SIDE WALL)
422	1	NEC NC3240 DLP CINEMA PROJECTOR	CONTROL BOOTH / CINEMA PROJECTOR
423	1	SI DIGITAL RECEIVER FIBER TO HDMI CONVERTER	CONTROL BOOTH / CINEMA PROJECTOR
424	1	SHURE 577B HANDHELD PUSH TO TALK MICROPHONE	CONTROL BOOTH / MISC
425	1	MIDDLE ATLANTIC WRK 4432 44 RU RACK	LOWER LVL AV ROOM / ERK1-6 (FRONT)
426	1	SURGE-X SX-1120-RT POWER CONDITIONER	LOWER LVL AV ROOM / ERK1-6 (FRONT)
427	1	BSS LONDON BLU-160 SIGNAL PROCESSOR	LOWER LVL AV ROOM / ERK1-6 (FRONT)
428	1	BSS LONDON BLU-120 SIGNAL PROCESSOR	LOWER LVL AV ROOM / ERK1-6 (FRONT)
429	1	LYNTEC AUDIO SYSTEM POWER	LOWER LVL AV ROOM / ERK1-6 (FRONT)
430	3	BITTREE B95DC-FNSST/E3 SERIES 969S "TT" PATCH BAYS	LOWER LVL AV ROOM / ERK1-6 (FRONT)
431	1	CRESTRON PRO3 ADV. CONTROL PROCESSOR	LOWER LVL AV ROOM / ERK1-6 (FRONT)
432	1	CRESTRON TSW-1050-B-S TOUCH SCREEN CONTROL PANEL	LOWER LVL AV ROOM / ERK1-6 (FRONT)
433	1	CRESTRON DMF-CI-8 8 CARD INTERFACE	LOWER LVL AV ROOM / ERK1-6 (FRONT)
434	1	ACNODES KEYBOARD AND MONITOR DRAWER	LOWER LVL AV ROOM / ERK1-6 (FRONT)
435	1	DELL OPTIPLEX 9020 PC	LOWER LVL AV ROOM / ERK1-6 (FRONT)
436	1	LAB GRUPPEN C20:8X AMPLIFIER	LOWER LVL AV ROOM / ERK1-6 (FRONT)
437	1	SURGE-X 2KVA ONLINE UPS	LOWER LVL AV ROOM / ERK1-6 (FRONT)
438	1	ZYXEL GS1900-24E 10/100/1000 SWITCH	LOWER LVL AV ROOM / ERK1-6 (REAR)
439	4	CLEAR-COM MT-701 ANALOGUE PARTY LINE SYSTEM	LOWER LVL AV ROOM / ERK1-6 (REAR)
440	1	CLEAR-COM PS-704 ENCORE	LOWER LVL AV ROOM / ERK1-6 (REAR)
441	1	MIDDLE ATLANTIC WRK 4432 44 RU RACK	LOWER LVL AV ROOM / ERK1-7 (FRONT)
442	2	LEVITON 5R1UH-SO3 FIBER SWITCH	LOWER LVL AV ROOM / ERK1-7 (FRONT)

443	1	CISCO 2960-X SERIES 10G SWITCH	LOWER LVL AV ROOM / ERK1-7 (FRONT)
444	1	LEVITON C1255-H48 CAT 5 PATCH PANEL	LOWER LVL AV ROOM / ERK1-7 (FRONT)
445	1	CLEAR-COM FREE SPEAK II BASE STATION	LOWER LVL AV ROOM / ERK1-7 (FRONT)
446	1	LEVITON 4S255-S48 CAT 6 SHIELDED PATCH BAY	LOWER LVL AV ROOM / ERK1-7 (FRONT)
447	1	SURGE-X SX-1120-RT SURGE PROTECTOR	LOWER LVL AV ROOM / ERK1-7 (FRONT)
448	1	CRESTRON DM32X32 RPS HD DIGITAL MEDIA DISTRIBUTION	LOWER LVL AV ROOM / ERK1-7 (FRONT)
449	1	CRESTRON DM-PSU-8 DM POWER SUPPLY UNIT	LOWER LVL AV ROOM / ERK1-7 (FRONT)
450	1	CRESTRON DM-PSU-16 DM POWER SUPPLY UNIT	LOWER LVL AV ROOM / ERK1-7 (FRONT)
451	1	LAB GRUPPEN C 20:8X AUDIO AMPLIFIER	LOWER LVL AV ROOM / ERK1-7 (FRONT)
452	1	CROWN CTS4200 AUDIO AMPLIFIER	LOWER LVL AV ROOM / ERK1-7 (FRONT)
453	1	MACKIE 1604 VLZ3 16 CH MIXER	PRODUCTION STORAGE LOOSE
454	1	MACKIE 1402 VLZ PRO 14 CH MIXER	PRODUCTION STORAGE LOOSE
455	1	APOGEE PA SSM RV POWER AMPLIFIER	PRODUCTION STORAGE LOOSE
456	2	JBL VRX932-LA1	PRODUCTION STORAGE LOOSE
457	7	FORD AUDIO 20' BLUE COM XLR	PRODUCTION STORAGE / GREY MISC CABLES RACK
458	8	FORD AUDIO 30' BLUE COM XLR	PRODUCTION STORAGE / GREY MISC CABLES RACK
459	2	FORD AUDIO 50' BLUE COM XLR	PRODUCTION STORAGE / GREY MISC CABLES RACK
460	1	FORD AUDIO 50' 2 CH COM	PRODUCTION STORAGE / GREY MISC CABLES RACK
461	1	RAMTECH 54-CHANNEL XLR PASSIVE 3-WAY SPLITTER	PRODUCTION STORAGE / RAMTECH SNAKE SYSTEM
462	1	ANVIL	PRODUCTION STORAGE / RAMTECH SNAKE SYSTEM
463	1	RAMTECH 300' M-RAMLATCH SNAKE	PRODUCTION STORAGE / RAMTECH SNAKE SYSTEM
464	1	RAMTECH 50' M-RAMLATCH SNAKE	PRODUCTION STORAGE / RAMTECH SNAKE SYSTEM
465	2	RAMTECH 4' F-RAMLATCH TO 54CH. M-XLR FANOUT	PRODUCTION STORAGE / RAMTECH SNAKE SYSTEM
466	1	RADIAL FOH RETURN SNAKE MULTIPIN TO 12CH. M-XLR	PRODUCTION STORAGE / RAMTECH SNAKE SYSTEM
467	2	RAMTECH 100' F TO F 12CH. CABLE	PRODUCTION STORAGE / RAMTECH SUBSNAKE SYSTEM
468	3	RAMTECH 75' F TO F 12CH. CABLE	PRODUCTION STORAGE / RAMTECH SUBSNAKE SYSTEM

469	3	RAMTECH 50' F TO F 12CH. CABLE	PRODUCTION STORAGE / RAMTECH SUBSNAKE SYSTEM
470	3	RAMTECH 25' F TO F 12CH. CABLE	PRODUCTION STORAGE / RAMTECH SUBSNAKE SYSTEM
471	7	RAMTECH 12CH. STAGEBOXES W/THROUGH PUT	PRODUCTION STORAGE / RAMTECH SUBSNAKE SYSTEM
472	4	RAMTECH 12CH. MULTIPIN TO M-XLR FANOUT	PRODUCTION STORAGE / RAMTECH SUBSNAKE SYSTEM
473	1	MACKIE 1604 VLZ3 16X4X2 AUDIO MIXER	PRODUCTION STORAGE / LOOSE
474	1	DBX 166ZA STEREO COMPRESSOR	PRODUCTION STORAGE / LOOSE
475	1	LEXICON A/LEX REVERB	PRODUCTION STORAGE / LOOSE
476	1	DBX 2231 STEREO GRAPHIC EQUALIZER	PRODUCTION STORAGE / LOOSE
477	1	FORD AUDIO 10X2 XLR PATCHBAY	PRODUCTION STORAGE / LOOSE
478	6	EAW 650 HIGH/MID SPEAKER	PRODUCTION STORAGE / EAW FOH SYSTEM
479	4	EAW 850 SUB SPEAKER	PRODUCTION STORAGE / EAW FOH SYSTEM
480	1	IDL 1000 TIME ALIGNMENT DELAY	STAGE LEFT / OLD FOH PA RACK
481	1	SYMETRIX 425 COMPRESSOR	STAGE LEFT / OLD FOH PA RACK
482	1	TOA 900 70-VOLT AMP	STAGE LEFT / OLD FOH PA RACK
483	1	CLEAR-COM 2 CHANNEL MAIN STATION	STAGE LEFT / OLD FOH PA RACK
484	1	FORD AUDIO XLR PATCH BAY FOR CLEAR-COM	STAGE LEFT / OLD FOH PA RACK
485	2	AHLEY PROTEA 4.24 SPEAKER SYSTEM PROCESSOR	STAGE LEFT / OLD FOH PA RACK
486	1	FORD AUDIO NL 4 PATCH BAY FOR AE5 & AE12	STAGE LEFT / OLD FOH PA RACK
487	1	FORD AUDIO NL 8 & NL 4 PATCH BAY FOR EAW 650 & EAW SUB	STAGE LEFT / OLD FOH PA RACK
488	1	CREST PRO 7200 POWER AMPLIFIER	STAGE LEFT / OLD FOH AMP RACK
489	2	CREST PRO 7001 POWER AMPLIFIER	STAGE LEFT / OLD FOH AMP RACK
490	4	CREST PRO 8001 POWER AMPLIFIER	STAGE LEFT / OLD FOH AMP RACK
491	3	CREST PRO 9001 POWER AMPLIFIER	STAGE LEFT / OLD FOH AMP RACK
492	9	QSC PL236A POWER AMP	8 MIX MONITOR RACK
493	1	FURMAN PL-PLUS 20A EDISON POWER STRIP (RACKMOUNT)	8 MIX MONITOR RACK
494	1	45" RACK CASE	8 MIX MONITOR RACK

495	7	EAW SM-12, 12" STAGE MONITOR	PRODUCTION STORAGE / LEGACY EAW MONITORS
496	6	EAW SM-15, 15" STAGE MONITOR	PRODUCTION STORAGE / LEGACY EAW MONITORS
497	1	ANVIL, 4 UNIT SM-12 CASE	PRODUCTION STORAGE / LEGACY EAW MONITORS
498	1	ANVIL, 3 UNIT SM-12 CASE	PRODUCTION STORAGE / LEGACY EAW MONITORS
499	3	ANVIL, 2 UNIT SM-15 CASE	PRODUCTION STORAGE / LEGACY EAW MONITORS
500	2	ALLEN & HEATH POWER SUPPLY	PRODUCTION STORAGE / A&H POWER CASE
501	1	RACK DRAWER	PRODUCTION STORAGE / A&H POWER CASE
502	2	2 YAMAHA PM-5D P/S	PRODUCTION STORAGE / PM-5D POWER CASE
503	1	FURMAN PL-PLUS EDISON POWER STRIP (RACKMOUNT)	PRODUCTION STORAGE / PM-5D POWER CASE
504	1	MID-EAST BLACK RACK PANEL	N/A
505	1	SONY TC-WR545 STEREO CASSETTE DECK	PRODUCTION STORAGE / TALL STORAGE
506	1	CLEAR-COM MS200C MAIN STATION	PRODUCTION STORAGE / TALL STORAGE
507	1	DOLBY MODEL CP65 CINEMA SOUND PROCESSOR	PRODUCTION STORAGE / TALL STORAGE
508	1	DBX II STEREO COMPRESSOR/GATE	PRODUCTION STORAGE / TALL STORAGE
509	1	ODYSSEY PRODUCTIONS THE MONITOR	PRODUCTION STORAGE / TALL STORAGE
510	1	PEAVEY IDL-1000 MULTI TAP DELAY LINE	PRODUCTION STORAGE / TALL STORAGE
511	2	ASHLEY PROTEA SYSTEM II FOUR CHANNEL 24 BIT DIGITAL GRAPHIC EQUALIZER/SYSTEM PROCESSOR	PRODUCTION STORAGE / TALL STORAGE
512	1	DENON DN-C550R CD RECORDER	PRODUCTION STORAGE / TALL STORAGE
513	1	CREST AUDIO FA901 POWER AMPLIFIER	PRODUCTION STORAGE / TALL STORAGE
514	4	APOGEE PA5-RV POWER AMPLIFIER	PRODUCTION STORAGE / TALL STORAGE
515	1	APOGEE PA3-RV POWER AMPLIFIER	PRODUCTION STORAGE / TALL STORAGE
516	2	APOGEE PA12-RV POWER AMPLIFIER	PRODUCTION STORAGE / TALL STORAGE
517	1	KELMAR SYSTEMS INC, EXCITER SUPPLY	PRODUCTION STORAGE / TALL STORAGE
518	1	MID-ATLANTIC, 40RU RACK	PRODUCTION STORAGE / TALL STORAGE
519	2	ASHELEY GQX SERIES MODEL 3102 STEREO THIRD OCTAVE GRAPHIC EQUALIZER	PRODUCTION STORAGE / GREY FUZZY 23 RU RACK
520	1	LEXICON ALEX DIGITAL EFFECTS PROCESSOR	PRODUCTION STORAGE / GREY FUZZY 23 RU RACK
521	1	BEHRINGER DSP 1000P VIRTUALIZER PRO DIGITAL EFFECTS PROCESSOR	PRODUCTION STORAGE / GREY FUZZY 23 RU RACK

522	1	QSC PL236A 3400 WATT AMPLIFIER	PRODUCTION STORAGE / GREY FUZZY 23 RU RACK
523	2	QSC RMX 2450 POWER AMPLIFIER	PRODUCTION STORAGE / GREY FUZZY 23 RU RACK
524	1	WHIRLWIND MEDUSA 36 CHANNEL SNAKE FOH, 200'	PRODUCTION STORAGE / OLD FOH SNAKES
525	1	WHIRLWIND MEDUSA 12 CHANNEL XLR SNAKE FOH, 100'	PRODUCTION STORAGE / OLD FOH SNAKES
526	1	WHIRLWIND 12 CHANNEL MULTI SNAKE, 250'	PRODUCTION STORAGE / OLD FOH SNAKES
527	16	WPLN4137BR, BASE STATION - SINGLE	PRODUCTION STORAGE
528	9	NFG, EPNN9288A, BASE STATION POWER ADAPTOR - SINGLE	PRODUCTION STORAGE
529	2	OTTO, EARPIECE	PRODUCTION STORAGE
530	5	NFG, NNTN4497CR, BATTERY UNIT - MOTOROLA W/CLIP	PRODUCTION STORAGE
531	5	NFG, CP200, RADIO BODY	PRODUCTION STORAGE
532	1	ANTENAE	PRODUCTION STORAGE
533	2	ANTENAE	PRODUCTION STORAGE
534	2	WPLN4171A, 6-RADIO CHARGING STATION	PRODUCTION STORAGE
535	2	AA1920, CHARGING STATION POWER SUPPLY	PRODUCTION STORAGE
536	1	6S-5, 6-RADIO CHARGING STATION W/PS	PRODUCTION STORAGE
537	4	N1439, POWER SUPPLY FOR NEW BASE STATION	PRODUCTION STORAGE
538	5	SHURE WIRELESS HEADSETS FOR VEGA	PRODUCTION STORAGE
539	4	CLEAR-COM, RS602 2 CHANNEL BELTPACK	OLD CLEAR-COM
540	3	CLEAR-COM, 501, 1 CHANNEL BELTPACK	OLD CLEAR-COM
541	7	CLEAR-COM, RS601, 1 CHANNEL BELTPACK	OLD CLEAR-COM
542	3	N/A, LARGE RACK DRAWERS	OLD CLEAR-COM
543	2	CLEAR-COM, FL-7	OLD CLEAR-COM
544	12	CLEAR-COM, CC-95	OLD CLEAR-COM
545	2	CLEAR-COM, FL-7	OLD CLEAR-COM
546	2	FORD AUDIO 2-CHANNEL CLEAR COM BREAKOUT	OLD CLEAR-COM
547	19	MOTOROLA, BELT CLIPS	PRODUCTION STORAGE
548	10	MOTOROLA, 2 WAY RADIOS W/ BATTERY	PRODUCTION STORAGE
549	10	MOTOROLA, BATTERY REPLACEMENTS	PRODUCTION STORAGE
550	2	MOTOROLA, 6-SHOT SLIM TWO WAY DIRECT	PRODUCTION STORAGE
551	6	MOTOROLA, SINGLE CHARGING STATION	PRODUCTION STORAGE
552	4	MOTOROLA, 2 WAY BISCUIT	PRODUCTION STORAGE
553	2	MOTOROLA, SINGLE CHARGING STATION	BOX OFFICE
554	2	MOTOROLA, 2 WAY RADIOS W/ BATTERY & CLIP	BOX OFFICE
555	14	MOTOROLA, BELT CLIPS (ON RADIOS)	HOUSE MANGAGER'S OFFICE
556	14	MOTOROLA, 2 WAY RADIOS W/ BATTERY	HOUSE MANGAGER'S OFFICE
557	2	MOTOROLA, 6-SHOT SLIM TWO WAY DIRECT	HOUSE MANGAGER'S OFFICE
558	2	MOTOROLA, SINGLE CHARGING STATION	HOUSE MANGAGER'S OFFICE
559	6	MOTOROLA, EARPIECE HEADSET	HOUSE MANGAGER'S OFFICE
560	6	MOTOROLA, HEADPHONE STYLE HEADSET	HOUSE MANGAGER'S OFFICE
561	24	HLN8255B, SPRING BELT CLIP	PARTS BOX
562	1	BISCUIT 02, BISCUIT	PARTS BOX
563	1	BISCUIT 03	PARTS BOX
564	1	BISCUIT 04	PARTS BOX
565	1	BISCUIT 06	PARTS BOX

566	1	BISCUIT 07	PARTS BOX
567	1	BISCUIT 08	PARTS BOX
568	1	BISCUIT 09	PARTS BOX
569	10	WPLN4137BR, BASE STATION - SINGLE	PARTS BOX
570	9	EPNN9288A BASE STATION POWER ADAPTOR - SINGLE	PARTS BOX
571	16	NNTN4497CR, BATTERY UNIT -MOTOROLA W/CLIP	PARTS BOX
572	1	NNTN4497CRTWD, REPLACEMENT BATTERY	PARTS BOX
573	2	CLEAR-COM AC-60, WIRELESS CHARGING STATION	CLEAR-COM
574	8	CLEAR-COM BP1G9, WIRELESS FREESPEAK BELTPACK	N/A
575	14	CLEAR-COM BAT60, BATTERY PACKS	N/A
576	3	CLEAR-COM KB-702-GM	N/A
577	15	CLEAR-COM SINGLE MUFF HEADSET	N/A
578	8	CLEAR-COM CC-26K-X4, LIGHTWEIGHT SINGLE HEADSET	N/A
579	10	CLEAR-COM RS-701, SINGLE CHANNEL BELTPACK	N/A
580	2	CLEAR-COM RS-702, 2CH. BELTPACK	N/A

**FORD THEATRE  
INVENTORY - LIGHTING EQUIPMENT**

#	QUANTITY	ITEM	DESCRIPTION
1	46	FIXTURE BODIES	ETC SOURCE FOUR SINGLE CLUTCH 575W
2	255	FIXTURE BODIES	ETC SOURCE FOUR SINGLE CLUTCH 750W
3	21	FIXTURE BODIES	ETC SOURCE FOUR DOUBLE CLUTCH 575W
4	75	FIXTURE BODIES	ETC SOURCE FOUR DOUBLE CLUTCH 750W
5	40	FIXTURE BODIES	ETC SOURCE FOUR LED LUSTR SERIES 2
6	8	FIXTURE BODIES	ETC SOURCE FOUR PAR
7	86	FIXTURE BODIES	CHAUVENT COLORADO 2 QUAD ZOOM TOUR IP
8	12	FIXTURE BODIES	CHAUVENT COLORADO 1 TRI TOUR ZOOM IP
9	55	FIXTURE BODIES	PHILIPS COLOR KINETICS COLORGRAZE MX4
10	14	FIXTURE BODIES	PHILIPS COLOR KINETICS COLORREACH COMPACT RGBW
11	11	FIXTURE BODIES	PHILIPS COLOR KINETICS COLORREACH COMPACT RGB
12	12	FIXTURE BODIES	PHILIPS COLOR KINETICS DATA ENABLER
13	21	FIXTURE BODIES	ACCLAIM DYNA FLOODS RGBW (BLACK)
14	26	FIXTURE BODIES	ACCLAIM DYNA FLOODS RGBW (GRAY)
15	6	FIXTURE BODIES	VARILITE 3015 LT (W/CLAMPS & WHIPS)
16	2	FIXTURE BODIES	LYCIAN 1290 XLT FOLLOWSPOT
17	2	FIXTURE BODIES	LYCIAN SUPERARC 400 FOLLOWSPOT
18	3	FIXTURE BODIES	ALTMAN ZIP STRIPS
19	313	FIXTURE BODIES	PAR64 (WITH VARIOUS LENSES)
20	111	LENS TUBES	ETC SOURCE FOUR 5° BARREL
21	58	LENS TUBES	ETC SOURCE FOUR 10° BARREL
22	43	LENS TUBES	ETC SOURCE FOUR 19° BARREL

23	26	LENS TUBES	ETC SOURCE FOUR 26° BARREL
24	77	LENS TUBES	ETC SOURCE FOUR 36° BARREL
25	69	LENS TUBES	ETC SOURCE FOUR 50° BARREL
26	27	CABLE	FEEDER SETS
27	3	CABLE	MALE TO 3-WAY FEMALE SPLITTER
28	4	CABLE	CAM TEE MFF
29	1	CABLE	FEMALE-FEMALE CAM ADAPTER
30	3	CABLE	MALE-MALE CAM ADAPTER
31	2	CABLE	5' 2/0
32	1	CABLE	10' 2/0
33	5	CABLE	5' 4/0
34	1	CABLE	8' 4/0
35	2	CABLE	10' 4/0
36	3	CABLE	15' 4/0
37	1	CABLE	25' 4/0
38	1	CABLE	50' 4/0
39	43	SOCA CABLE	25'
40	27	SOCA CABLE	50'
41	8	SOCA CABLE	75'
42	12	SOCA CABLE	100'
43	26	SOCA BREAK-INS	STAGE-PIN
44	2	SOCA BREAK-INS	EDISON
45	1	SOCA BREAK-INS	L6-20
46	78	SOCA BREAK-OUTS	STAGE-PIN STAGGERED
47	7	SOCA BREAK-OUTS	STAGE-PIN EVEN
48	2	SOCA BREAK-OUTS	EDISON
49	2	SOCA BREAK-OUTS	L6-20
50	94	STAGE PIN	STAGE-PIN TWO-FER
51	75	STAGE PIN	< 5'
52	79	STAGE PIN	10'
53	7	STAGE PIN	15'
54	84	STAGE PIN	25'
55	27	STAGE PIN	50'
56	14	STAGE PIN	100'
57	4	L6-20	10'
58	3	L6-20	25'
59	3	L6-20	50'
60	1	L6-20	75'
61	1	L6-20	100'
62	11	EDISON CABLE	25'
63	6	EDISON CABLE	50'
64	2	EDISON CABLE	100'
65	48	DMX 5-PIN	10'

66	66	DMX 5-PIN	25'
67	34	DMX 5-PIN	50'
68	5	DMX 5-PIN	100'
69	3	DMX 5-PIN	350'
70	4	DMX 5-PIN	M-M DMX TURNAROUND
71	2	DMX 5-PIN	M-5PIN TO F-3PIN
72	2	DMX 5-PIN	M-3PIN TO F-5PIN
73	5	4-PIN CONTROL CABLE	10'
74	37	4-PIN CONTROL CABLE	15'
75	8	4-PIN CONTROL CABLE	25'
76	6	4-PIN CONTROL CABLE	50'
77	3	4-PIN CONTROL CABLE	75'
78	1	4-PIN CONTROL CABLE	100'
79	7	COLORADO CABLE	POWER TO BARE END
80	22	COLORADO CABLE	POWER TO EDISON
81	62	COLORADO CABLE	POWER TO STAGEPIN
82	90	COLORADO CABLE	SHORT DATA
83	34	COLORADO CABLE	LONG DATA
84	93	COLORADO CABLE	SHORT POWER
85	34	COLORADO CABLE	LONG POWER
86	29	COLORADO CABLE	ADAPTER TO M-5-PIN DMX
87	34	COLORADO CABLE	ADAPTER TO F-5-PIN DMX
88	10	COLORADO CABLE	ADAPTER TO M-3-PIN DMX
89	5	COLORADO CABLE	ADAPTER TO F-3-PIN DMX
90	19	ETHERNET	10' CAT5E
91	25	ETHERNET	25' CAT5E
92	6	ETHERNET	50' CAT5E
93	2	ETHERNET	100' CAT5E
94	19	ETHERNET	10' PROPLEX ETHERCON CAT5E
95	5	ETHERNET	25' PROPLEX ETHERCON CAT5E
96	4	ETHERNET	50' PROPLEX ETHERCON CAT5E
97	10	ETHERNET	15' ETHERCON CAT5E
98	9	ETHERNET	25' ETHERCON CAT5E
99	2	ETHERNET	50' ETHERCON CAT5E
100	2	ETHERNET	15' ETHERCON CAT6
101	3	ETHERNET	25' ETHERCON CAT6
102	2	ETHERNET	50' ETHERCON CAT6
103	5	ETHERNET	15' CAT6 ETHERCON TO RJ45
104	4	ETHERNET	25' CAT6 ETHERCON TO RJ45
105	2	ETHERNET	50' CAT6 ETHERCON TO RJ45
106	2	SDI/BNC	15'
107	5	SDI/BNC	25'
108	5	SDI/BNC	50'

109	2	SDI/BNC	75'
110	7	MISCELLANEOUS	POWERCON JUMPER 5'
111	50	MISCELLANEOUS	POWERCORE CABLE 3M
112	21	MISCELLANEOUS	POWERCON TO SPG
113	2	MISCELLANEOUS	POWERCON TO EDISON
114	13	MISCELLANEOUS	SPG FEMALE TO PBG MALE
115	13	MISCELLANEOUS	SPG MALE TO PBG FEMALE
116	2	MISCELLANEOUS	PBG MALE TO L6-20 FEMALE
117	6	MISCELLANEOUS	SPG MALE TO L6-20 FEMALE
118	1	MISCELLANEOUS	SPG MALE TO PBG TWO-FER
119	3	MISCELLANEOUS	SPG MALE TO PBG FEMALE (NO GROUND)
120	2	MISCELLANEOUS	SPG THREE-FER
121	1	MISCELLANEOUS	50 AMP SPG MALE TO SPG FEMALE
122	1	MISCELLANEOUS	50 AMP SPG MALE TO SPG FEMALE TWO-FER
123	1	MISCELLANEOUS	50 AMP SPG MALE TO SPG FEMALE THREE-YEAR
124	19	MISCELLANEOUS	BASE PLATES
125	15	MISCELLANEOUS	MEGA SIDE ARM
126	52	MISCELLANEOUS	24" SIDE ARM
127	20	MISCELLANEOUS	SHORT SIDE ARMS
128	8	MISCELLANEOUS	9'6 BOOM POLES
129	10	MISCELLANEOUS	T-BARS
130	2	MISCELLANEOUS	PROJECTOR T-BARS
131	3	MISCELLANEOUS	CARDELLINI CLAMP W/TVMP ADAPTER
132	6	MISCELLANEOUS	LANDSCAPE DMX JUMPER
133	1	MISCELLANEOUS	SOURCE FOUR REPAIR PARTS KIT
134	1	MISCELLANEOUS	VL3015LT BODY SHELL HALF
135	1	MISCELLANEOUS	50' L5-30
136	81	LIGHTING FIXTURE ACCESSORIES	6.25" GEL FRAMES
137	88	LIGHTING FIXTURE ACCESSORIES	12" GEL FRAMES
138	105	LIGHTING FIXTURE ACCESSORIES	14" GEL FRAMES
139	3	LIGHTING FIXTURE ACCESSORIES	12" DONUTS

140	6	LIGHTING FIXTURE ACCESSORIES	14" DONUTS
141	91	LIGHTING FIXTURE ACCESSORIES	A SIZE GOBO HOLDERS
142	10	LIGHTING FIXTURE ACCESSORIES	B SIZE GEL HOLDERS
143	1	LIGHTING FIXTURE ACCESSORIES	GLASS GOBO HOLDERS
144	3	LIGHTING FIXTURE ACCESSORIES	6.25" TOP HAT
145	1	LIGHTING FIXTURE ACCESSORIES	7.5" BARNDOR
146	26	LIGHTING FIXTURE ACCESSORIES	SAFETY CABLES
147	17	GOBOS	FRAZZEL
148	7	GOBOS	CONSTRUCTION B
149	10	GOBOS	CONSTRUCTION D
150	10	GOBOS	SPRING LEAVES
151	11	GOBOS	BLOBS
152	32	GOBOS	SHATTERED GLASS
153	1	CONSOLE AND CONTROL DEVICES	ETC GIO CONSOLE 24K
154	1	CONSOLE AND CONTROL DEVICES	ETC ION CONSOLE 3K
155	2	CONSOLE AND CONTROL DEVICES	ETC 2X20 FADER WING
156	2	CONSOLE AND CONTROL DEVICES	ELO TOUCHSCREEN
157	10	CONSOLE AND CONTROL DEVICES	ETC NET3 2-PORT NODE
158	2	CONSOLE AND CONTROL DEVICES	ETC NET3 4-PORT NODE
159	2	CONSOLE AND CONTROL DEVICES	ETC DMX OPTO SPLITTER
160	2	CONSOLE AND CONTROL DEVICES	CISCO WIRELESS ACCESS POINT
161	1	CONSOLE AND CONTROL DEVICES	APC BATTERY BACK-UP
162	1	CONSOLE AND CONTROL DEVICES	ETC PARADIGM PORTABLE TOUCHSCREEN STATION
163	1	CONSOLE AND CONTROL DEVICES	D20AF MODULE
164	1	CONSOLE AND CONTROL DEVICES	CEM3 POWER CONTROL BRAIN
165	2	CONSOLE AND CONTROL DEVICES	ERP-FT 1 POLE RELAY
166	2	CONSOLE AND CONTROL DEVICES	ERP-FT 2 POLE RELAY

167	1	CRESTRON PORTABLE HARDWARE	DM HDMI FIBER RECEIVER
168	1	CRESTRON PORTABLE HARDWARE	DM HDMI FIBER TRANSMITTER
169	3	CRESTRON PORTABLE HARDWARE	OPTICALCON LC-SINGLE MODE FIBER CABLE 8M
170	1	CRESTRON PORTABLE HARDWARE	OPTICALCON LC-SINGLE MODE FIBER CABLE 15M
171	1	CRESTRON PORTABLE HARDWARE	OPTICALCON LC-SINGLE MODE FIBER CABLE 1M
172	3	CRESTRON PORTABLE HARDWARE	DM-TX-4K-302-C (DM TRANSMITTER)
173	3	CRESTRON PORTABLE HARDWARE	DM-RMC-4K-SCALER-C-DSP (RECEIVER)
174	2	CRESTRON PORTABLE HARDWARE	SDI/BNC FIBER TRANSMITTER/RECEIVER KITS
175	8	CRESTRON PORTABLE HARDWARE	LC/UPC-ST/UPC DUPLEX FIBER ADAPTERS 1M
176	3	CRESTRON PORTABLE HARDWARE	15' HDMI CABLES HEAVY DUTY
177	6	CRESTRON PORTABLE HARDWARE	25' HDMI CABLES HEAVY DUTY
178	1	CRESTRON PORTABLE HARDWARE	50' HDMI CABLE
179	4	DIMMER RACKS	ETC SENSOR RACK SP6
180	2	DIMMER RACKS	ETC SENSOR RACK SP6
181	5	DIMMER RACKS	ETC SENSOR RACK SP12
182	2	RIGGING AND TRUSS	STAGEMAKER ½ TON CHAIN MOTORS
183	4	RIGGING AND TRUSS	CM HOIST ½ TON CHAIN MOTOR (DOUBLE HUBBLE)
184	3	RIGGING AND TRUSS	PICKLE
185	2	RIGGING AND TRUSS	8-WAY PENDANT CONTROLLER
186	2	RIGGING AND TRUSS	100' PENDANT CABLE
187	1	RIGGING AND TRUSS	125' DOUBLE HUBBLE MOTOR CABLE
188	4	RIGGING AND TRUSS	12" X12" 10' SILVER TRUSS
189	1	RIGGING AND TRUSS	HALF CHEESEBURGER
190	8	RIGGING AND TRUSS	SWIVEL PROBURGERS
191	15	RIGGING AND TRUSS	RIGID CHEESEBROUGHS
192	12	RIGGING AND TRUSS	SWIVEL CHEESEBROUGHS
193	13	RIGGING AND TRUSS	½" SHACKELS
194	6	RIGGING AND TRUSS	⅝" SHACKELS
195	2	RIGGING AND TRUSS	¾" SHACKELS
196	9	RIGGING AND TRUSS	SPLIT SHIVS
197	6	RIGGING AND TRUSS	3' SPANSET

198	10	RIGGING AND TRUSS	6' SPANSETS
199	4	RIGGING AND TRUSS	6' GAC FLEX
200	2	RIGGING AND TRUSS	1"X3' RUNNERS
201	2	RIGGING AND TRUSS	COME-A-LONG
202	2	RIGGING AND TRUSS	BAG O' TRUSS CONDOMS
203	1	RIGGING AND TRUSS	7/16 STATIC LINE BLACK 600FT SPOOL
204	2	RIGGING AND TRUSS	CHEST HARNESS FOR RADIOS
205	2	FALL ARREST	FALL ARRESTING HARNESS SIZE SM
206	5	FALL ARREST	FALL ARRESTING HARNESS SIZE U
207	1	FALL ARREST	FALL ARRESTING HARNESS SIZE XL
208	7	FALL ARREST	Y-LANYARD
209	10	FALL ARREST	VERTICAL ASCENDER
210	3	FALL ARREST	HORIZONTAL TRAVELER
211	4	FALL ARREST	15' RETRACTABLE LIFELINE
212	3	FALL ARREST	30' RETRACTABLE LIFELINE
213	2	FALL ARREST	50' RETRACTABLE LIFELINE
214	2	FALL ARREST	20' EXTENSION LADDER W/HOOKS (ACCESS TO STAGE)
215	17	STEELDECK	4'X8' STEELDECK
216	7	STEELDECK	4'X4' STEELDECK
217	2	STEELDECK	2'X6' STEELDECK
218	21	STEELDECK	4' HANDRAILS
219	2	STEELDECK	2' HANDRAILS
220	16	STEELDECK	HANDRAIL KNOBS & PLATES (SETS)
221	46	STEELDECK	8" LEGS
222	4	STEELDECK	15" LEGS
223	16	STEELDECK	16" LEGS
224	116	STEELDECK	25" ADJUSTABLE STEELDECK LEGS
225	8	STEELDECK	STEELDECK WHEELS FOR STORAGE
226	12	STEELDECK	SANDBAGS
227	28	STEELDECK	FLAMENCO DANCE FLOOR 4'X8' PIECES
228	1	STEELDECK	IKEA DINING ROOM TABLE W/ 8 CHAIRS
229	1	STEELDECK	INFLATABLE MOVIE SCREEN

230	1	STEELDECK	PARACHUTE COVERING FOR HOUSE W/ 9 CARBINERS
231	2	STEELDECK	3 STEP WOODEN STAGING STAIRCASE W/HANDRAILS
232	3	STEELDECK	WENGER 3-TIER CHOIR RISERS
233	3	CARPENTRY	C-CLAMP
234	2	CARPENTRY	1" RATCHET STRIP W/HOOKS
235	2	CARPENTRY	1" ENDLESS RATCHET STAPS
236	1	CARPENTRY	1-½" ENDLESS RATCHET STRAP
237	3	CARPENTRY	STAPLE GUNS
238	6	CARPENTRY	HAMMERS
239	1	CARPENTRY	HACKSAW
240	1	CARPENTRY	LEAF BLOWER
241	2	CARPENTRY	AIR COMPRESSORS
242	1	CARPENTRY	50' COMPRESSOR HOSE
243	2	CARPENTRY	MARLEY CARTS
244	1	CARPENTRY	FULL STAGE MARLEY SET
245	1	CARPENTRY	9M MARLEY ROLL
246	3	CARPENTRY	18M MARLEY ROLL
247	1	CARPENTRY	25M MARLEY ROLL
248	1	CARPENTRY	10' FIBERGLASS LADDER
249	1	CARPENTRY	8' FIBERGLASS LADDER
250	1	CARPENTRY	8' ALUMINUM ADJUSTABLE LADDER
251	1	CARPENTRY	14' LITTLE GIANT
252	2	CARPENTRY	CARPET FANS
253	20	CARPENTRY	FURNITURE PADS
254	2	CARPENTRY	ELEVATOR PADS
255	2	CARPENTRY	PARTIAL ROLLS OF DUVATEEN
256	1	CARPENTRY	BLUE TARP
257	14	PRODUCTION MISCELLANEOUS	MOTOROLA CP200D 4CH RADIOS
258	9	PRODUCTION MISCELLANEOUS	CP200 BATTERY
259	5	PRODUCTION MISCELLANEOUS	MOTOROLA SHOULDER SPEAKER
260	2	PRODUCTION MISCELLANEOUS	MOTOROLA 6 WAY CHARGING BASE
261	5	PRODUCTION MISCELLANEOUS	MOTOROLA SINGLE CHARGING BASE
262	6	PRODUCTION MISCELLANEOUS	STANTIONS

263	27	PRODUCTION MISCELLANEOUS	BLONDE STOOLS
264	4	PRODUCTION MISCELLANEOUS	BLACK STOOLS
265	130	PRODUCTION MISCELLANEOUS	NEW ORCHESTRA CHAIRS
266	7	PRODUCTION MISCELLANEOUS	ORCHESTRA CHAIR ROLLING FRAME
267	18	PRODUCTION MISCELLANEOUS	DRESSING ROOM CHAIRS (BROWN)
268	3	PRODUCTION MISCELLANEOUS	CHROME COSTUME RACKS
269	3	PRODUCTION MISCELLANEOUS	6' FOLDING TABLE
270	3	PRODUCTION MISCELLANEOUS	8' FOLDING TABLE
271	3	PRODUCTION MISCELLANEOUS	3-STEP STEP LADDER
272	2	PRODUCTION MISCELLANEOUS	2'X2'X2' REHEARSAL CUBES
273	5	PRODUCTION MISCELLANEOUS	10'X10' FOLDABLE CANOPIES
274	7	PRODUCTION MISCELLANEOUS	OLD ORCHESTRA CHAIR BLACK
275	7	PRODUCTION MISCELLANEOUS	DRUM RUG
276	1	PRODUCTION MISCELLANEOUS	TECH TABLE
277	28	PRODUCTION MISCELLANEOUS	MUSIC STANDS
278	15	PRODUCTION MISCELLANEOUS	MANNASSANT MUSIC STAND LIGHTS
279	7	PRODUCTION MISCELLANEOUS	GOOSENECK MUSIC STAND LIGHTS
280	1	PRODUCTION MISCELLANEOUS	BOX OF LAMP CORD FOR MUSIC STAND LIGHTS
281	1	PRODUCTION MISCELLANEOUS	ASSORTMENT OF C47'S
282	1	PRODUCTION MISCELLANEOUS	STAGE PARACHUTE W/ ROLLING TRASH CAN
283	2	PRODUCTION MISCELLANEOUS	MOP BUCKETS
284	3	PRODUCTION MISCELLANEOUS	MOPS
285	4	PRODUCTION MISCELLANEOUS	4' DRY MOPS
286	2	PRODUCTION MISCELLANEOUS	3' DRY MOP

287	2	PRODUCTION MISCELLANEOUS	2' DRY MOPS
288	2	PRODUCTION MISCELLANEOUS	PUSH BROOMS
289	2	PRODUCTION MISCELLANEOUS	FANS FOR INFLATABLE MOVIE SCREEN W/ 20' HOSE
290	1	PRODUCTION MISCELLANEOUS	PIANO LAMP
291	2	PRODUCTION MISCELLANEOUS	70' BLACK POLYESTER ROPE
292	1	PRODUCTION MISCELLANEOUS	15' GREEN EXTENSION CORD
293	1	PRODUCTION MISCELLANEOUS	25' GREEN EXTENSION CORD
294	2	PRODUCTION MISCELLANEOUS	25' ORANGE EXTENSION CORD
295	1	PRODUCTION MISCELLANEOUS	100' RED/BLACK EXTENSION CORD
296	10	PRODUCTION MISCELLANEOUS	40' APPROX WHITE STATIC ROPES

## EXHIBIT G

### DESCRIPTION OF LOCATION OF WATER LEAK

<b>1</b>	Issue #1 Secret Storage Space (2 leaks)
<b>2</b>	Issue #2 N. Bldg Office (Kitchen) 2-4-19 found 2nd leak in kitchen
<b>3</b>	Issue #3 N. Bldg Office window
<b>4</b>	Issue #4 Cross over corner (Stage right side corner)
<b>5</b>	Issue #5 Cross over left corner (Stage left side corner) box next to monitor leaking from conduit. WJE found 2nd leak at corner behind sound insulation
<b>7</b>	Issue #7 Green room storage
<b>9A&amp;B-</b>	Issue #9-stage right (A) Stage Right leak above company switch appears to be from pipe in ceiling.
<b>9C</b>	Issue #9 stage right (C) (near ladders, behind pillar)
<b>9D</b>	Issue #9 stage right (D) Leak above double doors nearest to loading dock.
<b>10</b>	Stage right stairway to crossover
<b>11</b>	Stage left mid stair
<b>12</b>	Stage left wing
<b>13</b>	Stage left tower HVAC room
<b>14</b>	Lower Level Tunnel (3 leaks) discovered 2-5-19
<b>15</b>	Lower level next to handicap ramp
<b>16</b>	Stage right storage #2 water leak is coming from the wall
<b>17</b>	Green room LL2 water leak is coming from the electrical box
<b>18</b>	Loading dock water leak is coming from the storm drain pipe
<b>19</b>	SL AV Rack room-found leak directly right of entrance at floor/wall

<b>20</b>	Found leaking coming from along back wall where it meets the floor(hillside side) at cross under.
<b>21</b>	Found leak at secret space about 9:30am on 6-28.
<b>22</b>	Found leak at cross over coming from conduit box overhead
<b>23</b>	Found additional leak at secret space